



US Army Corps  
of Engineers  
Savannah District

# Fort Benning Georgia

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**Solicitation Number**  
**W912HN-04-R-0039**  
**Fire Station**  
**FY-04 LI 46680**  
**March 2004**

U.S. ARMY ENGINEER DISTRICT, SAVANNAH  
CORPS OF ENGINEERS  
100 WEST OGLETHORPE AVENUE  
SAVANNAH, GEORGIA 31401-3640

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912HN-04-R-0039-0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-Mar-2004	PAGE OF PAGES 1 OF 139
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY A-E & CONSTRUCTION BRANCH 100 W. OGLETHORPE AVE SAVANNAH GA 31401-3640  TEL: (912)652-5075      FAX: (912)652-5828	CODE DACA21	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; padding: 20px;"> <b>See Item 7</b> </div> TEL:      FAX:
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9. FOR INFORMATION CALL:	A. NAME AMY A AQUECHE	B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b> 912/652-5705
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**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

FIRE STATION  
 FORT BENNING, GEORGIA

Contracting Officer: Julie A. Anderson  
 Email: julie.a.anderson@sas02.usace.army.mil

Contract Specialist: Amy A. Aqueche  
 Email: amy.a.aqueche@sas02.usace.army.mil

\* See Section 01000 for Phase I. Commencement, Prosecution and Completion of Work for Phase II is contingent upon the outcome of Phase I and will be added by modification.

11. The Contractor shall begin performance within <u>  5  </u> calendar days and complete it within <u>  1  </u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See Section 01000)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and   5   copies to perform the work required are due at the place specified in Item 8 by   02:00 PM   *(hour)* local time   14 Apr 2004   *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than   180   calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**SOLICITATION, OFFER, AND AWARD (Continued)***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

**ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

Section SF 30 - BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

A. CONTRACT CHANGES: Proposal due date has been revised to March 30, 2004 at 1400hrs; and Section 0100 FAR 52.236-27 has been revised.

B. TECHNICAL SPECIFICATION CHANGES: None.

C. CONTRACT DRAWINGS: None.

## Section 00010 - Solicitation Contract Form

## NOTICE TO OFFERORS

## 1. HAND-CARRIED OR MAILED PROPOSALS:

All proposals must be clearly identified with the contractor's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper should indicate the Request For Proposal No., Due Date of Proposal, Time by which Proposals are Due, and Title of Project.

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf as indicated below.

Proposals delivered by commercial carrier and those sent by U.S. Mail, including U.S. Express Mail, must be addressed as indicated below. Proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah  
ATTN: CESAS-CT-C  
100 West Oglethorpe Avenue  
Savannah, Georgia 31401-3640

Mailroom personnel on the first floor of 100 West Oglethorpe Avenue must receive proposals sent by U.S. Mail or delivered by commercial carrier by the time specified in Block 13 of the SF1442 for receipt of proposals.

Offerors are cautioned that proposals sent via United States Postal Service Express Mail are first delivered to the Savannah District Post Office Box instead of 100 West Oglethorpe Avenue, "the office designated for receipt of proposals" therefore, allow sufficient mailing time.

Hand-carried proposals also must be delivered to mailroom personnel on the first floor of 100 West Oglethorpe Avenue by the time specified in Block 13 of SF1442 for receipt of proposals.

Offerors are cautioned that there is no parking in or around the building, therefore, when hand delivering proposals sufficient time should be allowed for transporting of proposal packages from your vehicle to mailroom personnel.

## 2. QUALITY CONTROL SYSTEM (QCS)

Any contract award resulting for this solicitation will require the mandatory use of the automated Quality Control System. Please see section 01312A for additional information.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase One Base BidBase Bid - All effort for conducting the Planning and Programming Charrette and Developing Proposal Requirements for the Fire Station		Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option One, Phase Two				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA OPTION	Design Effort, and Engineering Services During Construction, Complete (FY-04, LI 46680)		Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB OPTION	Construction of the Fire Station Facility Complete to 5 Foot Building Line (FY-04, LI 46680)		Lump Sum		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC OPTION	Preparation and Development Including Utilities (Everything Outside the 5 Foot Building Line, Complete) (FY-04, LI46680)		Lump Sum		

FOB: Destination

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS

DESIGN AND CONSTRUCTION FOR FIRE STATION  
FORT BENNING, GEORGIA

TOTAL BASE BID ITEM NOS. 0001 THROUGH 0002  
(ITEMS 0001 THROUGH 0002AC)----- \$ \_\_\_\_\_

ITEM	DESCRIPTION	QUANTITY	U/M	U/P	AMOUNT
0001	PHASE ONE: BASE BID – All effort for conducting the Planning and Programming Charrette and Developing Proposal Requirements for the Fire Station	1	LS		_____
0002	PHASE TWO, OPTION ONE:				
0002AA	Design Effort, and Engineering Services During Construction, Complete	1	LS	*See Note No. 4 below	
0002AB	Construction of the Fire Station Facility Complete to 5 Foot Building Line (FY-04, LI 46680)	1	LS	*See Note No. 4 below	0002AC BASE
BID -	Site Preparation and Development Including Utilities (Everything Outside the 5 Foot Building Line, Complete) (FY-04, LI 46680)	1	LS	*See Note No. 4 below	

NOTES TO OFFERORS:

NOTE NO. 1. FOR BASE BID (PHASE ONE): In addition to the Lump sum price submitted, Offeror shall submit a breakdown of costs as shown in the attached EXCEL spreadsheet.

NOTE NO. 2. FOR OPTION ONE (PHASE ONE) - **COST LIMITATION:**

The contract award for design and construction shall not exceed the following limitations (offeror is under no obligation to approach these amounts):

Total Work ( Line Items 0002AA, 0002AB, and 0002AC)                      \$ 2,156,000.

\*\*\* End of section 00010 \*\*\*

**REPRODUCTION:**

B/W COPIES (8.5 x 11)	0 @	\$0.00	=	\$	0.00
SPECIFICATIONS	0 @	\$0.00	=	\$	0.00
COLOR COPIES (8.5 x 11)	0 @	\$0.00	=	\$	0.00
BLUE LINE PRINTS, FULL SIZE	0 @	\$0.00	=	\$	0.00
BLUE LINE PRINTS, HALF SIZE	0 @	\$0.00	=	\$	0.00
BOND PLOTS, FULL SIZE	0 @	\$0.00	=	\$	0.00
BOND PLOTS, HALF SIZE	0 @	\$0.00	=	\$	0.00
VELLUM	0 @	\$0.00	=	\$	0.00
COLOR	0 @	\$0.00	=	\$	0.00

**OVERNIGHT MAILINGS** @ = \$ 0.00

Fax and phone

Charrette Reports @ = \$ 0.00

CD ROM @ = \$ 0.00

**SUBTOTAL REPRO** = \$ **0.00**

**OTHER - GEOTECHNICAL EFFORT** = \$ **0.00**

**REPRO TABLE**

Draft RFP		Plots - half-size sets @	sheets/set	0			
		Plots - full-size sets @	sheets/set		0		
		BlueLines - half-size sets @	sheets/set			0	
		BlueLines - full-size sets @	sheets/set				0
		Design Analysis sets	pgs/set		0		
		Spec sets	pgs/set		0		
		Cost Estimate sets	pgs/set		0		
		Energy & LCCA	pgs/set		0		
Final RFP		Plots - half-size sets @	sheets/set	0			
		Plots - full-size sets @	sheets/set		0		
		BlueLines - half-size sets @	sheets/set			0	
		BlueLines - full-size sets @	sheets/set				0
		Design Analysis sets	pgs/set		0		
		Spec sets	pgs/set		0		
		Cost Estimate sets	pgs/set		0		
Corr Final RFP		Plots - half-size sets @	sheets/set	0			
		Plots - full-size sets @	sheets/set		0		



	BlueLines - half-size sets @	sheets/set	0					
	BlueLines - full-size sets @	sheets/set	0					
	Design Analysis sets	pgs/set	0					
	Spec sets	pgs/set	0					
	Cost Estimate sets	pgs/set	0					
			0	0	0	0	0	0

### MEETINGS and CONFERENCES and SITE VISITS:

#### Charrette

#### PM/ARCH

##### LABOR

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00

LODGING	0 nights @	\$0.00	=	\$0.00	
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PER DIEM	0 days @	\$0.00	=	\$0.00	
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##### MILEAGE

Round-Trip	0 MILES	@ \$	0 /M =	\$0.00	
In and Around	0 MILES	@ \$	0 /M =	\$0.00	\$0.00

#### ME

#### P

##### LABOR

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00

LODGING	0 nights @	\$0.00	=	\$0.00	
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PER DIEM	0 days @	\$0.00	=	\$0.00	
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##### MILEAGE

Round-Trip	0 MILES	@ \$	0 /M =	\$0.00	
In and Around	0 MILES	@ \$	0 /M =	\$0.00	\$0.00

#### CIVIL/STRUCT

##### LABOR

Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00

LODGING	0 nights @	\$0.00	=	\$0.00	
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PER DIEM	0 days @	\$0.00	=	\$0.00	
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##### MILEAGE

Round-Trip	0 MILES	@ \$	0 /M =	\$0.00	
In and Around	0 MILES	@ \$	0 /M =	\$0.00	\$0.00

**COST ENGINEER****LABOR**

Travel Time	COST	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	COST	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip	0 MILES	@ \$		0 /M =		\$0.00	
In and Around	0 MILES	@ \$		0 /M =		\$0.00	\$0.00

**VE Study****Meeting****PM/ARCH****LABOR**

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip	0 MILES	@ \$		0 /M =		\$0.00	
In and Around	0 MILES	@ \$		0 /M =		\$0.00	\$0.00

**ME****P****LABOR**

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip	0 MILES	@ \$		0 /M =		\$0.00	
In and Around	0 MILES	@ \$		0 /M =		\$0.00	\$0.00

**CIVIL/STRUCT****LABOR**

Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip	0 MILES	@ \$		0 /M =		\$0.00	
In and Around	0 MILES	@ \$		0 /M =		\$0.00	\$0.00

**Draft RFP Review**  
**Conference**

**PM/ARCH****LABOR**

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip		0 MILES	@ \$	0 /M =		\$0.00	
In and Around		0 MILES	@ \$	0 /M =		\$0.00	\$0.00

**ME****P****LABOR**

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip		0 MILES	@ \$	0 /M =		\$0.00	
In and Around		0 MILES	@ \$	0 /M =		\$0.00	\$0.00

**CIVIL/STRUCT****LABOR**

Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip		0 MILES	@ \$	0 /M =		\$0.00	
In and Around		0 MILES	@ \$	0 /M =		\$0.00	\$0.00

**Final RFP Review**  
**Conference****PM/ARCH****LABOR**

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$351.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$351.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip		0 MILES	@ \$	0 /M =		\$0.00	
In and Around		0 MILES	@ \$	0 /M =		\$0.00	\$0.00

**ME****P****LABOR**

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00
<b>CIVIL/STRUCT</b>							
<b>LABOR</b>							
Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @			\$0.00	=	\$0.00
PER DIEM		0 days @			\$0.00	=	\$0.00
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00
							<div style="border: 1px solid black; padding: 2px;">\$0.00</div>

**FIRE  
STATION**

Lodging 63 Day

Per Diem  
to benning  
vicinity  
mileage 34 Day  
260 miles  
100 miles**Set Control**

<u>Discipline</u>	<u>MD's</u>	<u>Rate</u>	<u>Labor</u>	<u>PLUS</u> <u>150% OH</u>	<u>Mileage</u>	<u>at</u> <u>\$0.365</u>	<u>Lodge</u>	<u>Per</u> <u>Diem</u>	<u>Total</u>
Crew Chief	0	\$0	\$0	\$0	0	\$0	-\$63	-\$17	-\$80
Instr Man	0	\$0	\$0	\$0			-\$63	-\$17	-\$80
Helper	0	\$0	\$0	\$0			-\$63	-\$17	-\$80
Process Data	0	\$0	\$0	\$0					\$0

Survey Super	0	\$0	\$0	\$0						\$0
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**SURVEY**

<u>Discipline</u>	<u>MD's</u>	<u>Rate</u>	<u>Labor</u>	PLUS <u>150% OH</u>	<u>Mileage</u>	<u>at</u> <u>\$0.365</u>	<u>Lodge</u>	<u>Per</u> <u>Diem</u>	<u>Total</u>	
Crew Chief	0	\$0	\$0	\$0		0	\$0	-\$63	-\$17	-\$80
Instr Man	0	\$0	\$0	\$0				-\$63	-\$17	-\$80
Helper	0	\$0	\$0	\$0				-\$63	-\$17	-\$80
Process Data	0	\$0	\$0	\$0						\$0
Survey Super	0	\$0	\$0	\$0						\$0

**TOTALS**

	0 crew days = XXXX crew weeks				
	<u>Rate</u>	<u>Labor</u>	<u>150% OH</u>		
Crew Labor	0	\$0	\$0	\$0	\$0
CADD Labor	0	\$0	\$0	\$0	\$0
Survey Super	0	\$0	\$0	\$0	\$0
Data					
Crew Per Diem	0	\$0			\$0
Crew Lodging	0	\$0			\$0
MILEAGE	0	0			\$0
			\$0	\$0	\$0

\$0	Survey Travel
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**PROFIT PERCENTAGE COMPUTATION SHEET FOR  
ARCHITECT-ENGINEER CONTRACTS,  
MODIFICATIONS & DELIVERY ORDERS**

**FACTOR DESCRIPTIONS****PERCENTILE  
RANGE****SELECTED PERCENTAGE****Technical complexity factor**

will vary from 0.05 for low complexity (design of simple road repaving or routine boundary survey verification) to 0.10 for high complexity (design of nuclear chemistry or the design of the remediation of a very

Simple. . . . . Complex  
5%                      10%

\_\_\_\_\_ 0.0%

unusual & complex hazardous waste site).  
Consider the nature of the work, degree of  
management involvement required, schedule  
constraints, amount of Government  
assistance, & availability of design criteria.

**Length Factor**

is 0.02 for a contract action of 1 month or less,  
and increases proportionately to 0.04 for a  
contract action of 21 months or longer. Consider  
the time necessary to complete the substantive  
portion of work, including option periods.

1 Mo. . . 11 Mo. . . 21 Mo  
2%       3%       4%

---

0.0%
**Support of Socioeconomic Factor**

will vary from 0.00 for a prime contractor  
(including small business prime contractor)  
who plans no subcontracting, to 0.02 for a  
contractor who demonstrates exception program  
support. Consider the contractor's past record  
as well as the instant contract with regard to  
mentoring & subcontracting with small businesses,  
small disadvantage businesses, & historically  
black colleges & universities & minority institutions.

None. . . . . Extensive  
0                                  2%

---

0.0%

**Total Profit Percentage**

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0.0%

## Section 00100 - Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (JAN 2004)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

#### 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

#### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;



(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.215-4001 FACSIMILE MODIFICATION OF OFFERS (Ref. FAR 52.215-1(c)) (JUL 1999)

(a) Definition. "Facsimile proposal modification," as used in this solicitation means a modification to a proposal that has been submitted in accordance with the solicitation.

(b) Offerors may submit facsimile proposal modifications to this solicitation. These facsimile proposal modifications must arrive at the place, and by the time specified in the solicitation.

**(c) ALL FACSIMILE BID MODIFICATIONS SHALL CONTAIN A COMPLETED BID SCHEDULE. THE SPACES SHALL BE FILLED IN FOR UNIT PRICES, EXTENDED PRICES AND TOTAL BID PRICE.**

(d) Facsimile proposal modifications must contain the signature of an official of the company.

(e) Facsimile receiving data and compatibility characteristics are as follows:

(1) Telephone number of receiving facsimile equipment: 912-652-6001

(2) Compatibility characteristics - CCTTT Group 3, 2, 1

(f) If the offeror chooses to transmit a facsimile proposal modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile modification, including, but not limited to, the following:

- (1) Receipt of garbled or incomplete modification.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of modification.
- (5) Failure of the offeror to properly identify the modification.
- (6) Illegibility of modification.
- (7) Security of modification data.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
29.6%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Georgia, Chattahoochee county, Fort Benning.

(End of provision)

#### 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from :

U.S. Army Corps of Engineers, Savannah  
Attn: CECAS-CT-C  
Julie A. Anderson, Contracting Officer  
100 W. Oglethorpe Avenue  
Savannah, GA 31401

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—

#### PREPROPOSAL CONFERENCE

19 March 2004, 0900 HRS, Bldg 6, RM 324, Ft. Benning, Georgia.

GENERAL: The Government will hold a preproposal conference on 19 March 2004 beginning at 9:00 AM in room 324 of Building 6, Fort Benning, Georgia.

QUESTIONS/ANSWERS: The Government requests that questions be provided in writing in advance of the conference. Questions may be submitted via e-mail to [Greg.Hixson@sas02.usace.army.mil](mailto:Greg.Hixson@sas02.usace.army.mil). At the conference the Government will accept and attempt to answer additional written questions after advance questions have been addressed.

ENTERING FORT BENNING: Contractors are to allow adequate time to process through security checkpoint.

ACCOMMODATIONS: Attendees are responsible for their own travel and hotel accommodations.

(End of provision)

#### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

#### 52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between \$1,000,000.00 and \$5,000,000.00.

## Section 00600 - Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence



Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(1) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-4003 TAXPAYER IDENTIFICATION

Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(a) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(b) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(c) Common parent.

☐ Offeror is not owned or controlled by a common parent

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is 28.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

☐ 50 or fewer    ☐ \$1 million or less  
☐ 51 - 100       ☐ \$1,000,001 - \$2 million  
☐ 101 - 250       ☐ \$2,000,001 - \$3.5 million  
☐ 251 - 500       ☐ \$3,500,001 - \$5 million  
☐ 501 - 750       ☐ \$5,000,001 - \$10 million  
☐ 751 - 1,000      ☐ \$10,000,001 - \$17 million  
☐ Over 1,000      ☐ Over \$17 million

(End of provision)

#### 52.222-22    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-38    COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-4    RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror

certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

### (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)



## Section 00700 - Contract Clauses

## CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

## 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be

made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.



(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for

information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall

have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

#### 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--



(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

#### 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

#### 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_\_. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME  
COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

## 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and

(b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(2) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all



payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

#### 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall

be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

#### 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

#### 52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

#### 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

#### 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

#### 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

## 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

## 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

## 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

## 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all

employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and



(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The

Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

**52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

**52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65."

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be

taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--



Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....

Domestic construction material....

Item 2

Foreign construction material....

Domestic construction material... ..

-----  
Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(4) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement

to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

#### 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

## 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

---

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$\_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:



## SIGHT DRAFT

\_\_\_\_\_

[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$\_\_\_\_\_.  
 This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_

[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by

other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take

appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

## 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold

or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of

progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of

refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.



(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

## 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented

to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;



(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall

directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

#### 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

#### 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

**52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

**52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

**52.236-12 CLEANING UP (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

## 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(5) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(c) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

**52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

**52.236-17 LAYOUT OF WORK (APR 1984)**

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

**52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without

such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are

the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ 2,156,000.00

(End of clause)

#### 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

#### 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

#### 52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes

date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

#### 52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically: The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Clause)

#### 52.239-4006 Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, Savannah District Security Officer, ATTN: CESAS-SL, 100 West Oglethorpe Avenue, Savannah, GA 31401 within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Savannah District Security Officer (address above). For those contractors who do not have a CAGE Code or Facility Security Clearance, the Savannah District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688),



Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

#### 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

#### 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) -  
ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved

by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(6) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).



(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 ALTERNATE A CENTRAL CONTRACTOR REGISTRATION (NOV 2003)

(a) *Definitions.* As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

#### 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE

## GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

## 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

## 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

*Minority institutions*, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

#### 252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Army Corps of Engineers, Savannah District  
100 West Oglethorpe Avenue  
Savannah, GA 31401

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--



(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

#### 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

(a) Definitions. As used in this clause--

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000 for which further subcontracting opportunities may exist.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

#### 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
  - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
  - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
    - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
  - (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
  - (ii) The supplies being transported are--
    - (A) Noncommercial items; or
    - (B) Commercial items that--
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL _____		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)



## Section 00800 - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$458.10 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Savannah District Office.

(End of clause)

## 52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31

March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

#### 52.228-4001 RECOMMENDED INSURANCE COVERAGE – MAY 2000

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK". These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government for the damages to the Government caused by negligent performance. Though it is not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

(End of Clause)

#### 52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

#### 52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be

determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

#### 52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

214 2050 V8 8021 P1000 3420 509133

(End of clause)

#### 52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:

Jack Bartholet, Resident Engineer  
US Army Corps of Engineers  
West GA Area Office (CD-BE)  
Burr Street, Bldg 6, Rm 412, Meloy Hall  
Fort Benning, GA 31905-1009

(End of Clause)

#### 52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:

U.S. Army Corps of Engineers Finance Center  
ATTN: CEFC-AO-P  
5720 Integrity Drive  
Millington, TN 38054-5005  
(End of clause)

## 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

## 52.236-4001 DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE – AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation

(2) The provisions of the solicitation. (see also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

(End of Clause)

#### 52.236-4003 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

- 52 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- 53 Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.
- 54 The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law
- 55 If the Contractor is comprised of more than one legal entity shall be jointly and severally liable thereunder.

(End of Clause)

#### 52.236-4004 SEQUENCE OF DESIGN-CONSTRUCTION – AUG 1997

- (a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started, <with the exception of....clearing, etc...> until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- (b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.
- (c) No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

#### 52.236-4006 CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

#### 52.236-4007 TRAINING – FEB 2000

The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall conduct the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

#### 52.236-4008 DESIGN CONFERENCES – AUG 1997

(a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contract and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

#### 52.236-4013 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM (January 2002 SAS) (Ref. DFARS 236.273)

The progress chart to be prepared by the contractor pursuant to FAR 52.236-15, Schedules for Construction Contracts, shall utilize the Critical Path Method (CPM) of network calculation. (See Attachment 1 to Section 00800).

**52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)**

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

- Accident Prevention Plan (5 copies)  
(use format shown in Attachment 1 to SECTION 00800)
- Quality Control Plan (5 copies)
- Letter Appointing Superintendent
- Transmittal Register
- Power of Attorney and Certified Copy of Resolution
- Network Analysis System, when applicable
- List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

**52.236-4016 VIDEO TAPING OPERATING AND MAINTENANCE INSTRUCTIONS (MAR 1987 SASCD-SQ)**

For all of the operating and maintenance instructions which are required in the contract specifications, the Contractor shall video tape these instructions as they are presented to the Government representatives. These tapes shall provide clear and understandable detailed instructions for all items required by the contract specifications. The tapes shall be prepared by an experienced video director/cameraman using good quality half-inch VHS color tape with correct sound equipment, lighting, and backdrop. The sound and picture quality shall be high and subject to approval by the Contracting Officer. The tapes are intended as followup training for other Government representatives at a later date. They must be suitable for this purpose. The Contractor shall be responsible for the contents of the instructions and shall verify that they are correct prior to taping. The Contractor may submit individual equipment manufacturer's instructional tape(s), provided they meet the above qualifications and cover the actual equipment that is installed. The tape(s) shall be for specific equipment identified by contents and contract name and number. The Contractor shall submit one copy of the tape(s) to the Contracting Officer for review and approval. Unacceptable tapes are to be corrected by the Contractor as indicated by the Contracting Officer at no additional cost to the Government.

(End of clause)

**52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS)  
(Ref. DFARS 52.236-7000)**

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to

SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

52.244-4001 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS – AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate



adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

#### 52.246-4001 WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall contain for a period of year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of –

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall –

(1) Obtain all warranties that would be given in normal commercial practice:

(2) Require all warranties to be executed, in writing for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

#### 52.248-4003 VALUE ENGINEERING AFTER AWARD

(7) In reference to Contract Clause 52.248-3, "Value Engineering – Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(8) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(9) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfil the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(10) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

(End of Clause)

52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)  
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON 5-DAY WORK WEEK											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
9	8	6	4	4	6	9	7	5	3	4	8

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

**ARCHITECT-ENGINEER SERVICES SERVICES**

PAGE 1 of 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FORT BENNING

DIRECT DESIGN COSTS	\$	-	
PROFIT ON DIRECT DESIGN	\$	-	
ESTIMATED CONSTRUCTION VALUE (CCL)	\$2,423,213	(89% of PA)	
<b>DIRECT DESIGN w/ PROFIT AS A PERCENTAGE OF CCL</b>	<b>0.00%</b>		

**PREPARED BY :** \_\_\_\_\_ **DATE**

**COST BREAKOUT FOR PNO:**

DIRECT LABOR:	\$0.00
OVERHEAD:	\$ -
TRAVEL:	\$0.00
OTHER DIRECT COSTS:	\$ -
PROFIT:	\$ -
TOTAL	\$ -

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(paragraph 13 AR 340-16)

# ARCHITECT-ENGINEER SERVICES

PAGE 2 OF 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FORT BENNING

## DIRECT LABOR SUBJECT TO STATUTORY LIMIT

					No. of Drawings
PROJECT MANAGER	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
CIVIL ENGINEER	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	@	\$0.00 /D=	\$0.00	
ACM/LBP ENGR	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
INDUSTRIAL HYGENIST	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
STRUCTURAL	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
MECHANICAL	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
FIRE PROTECTION	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
ELECTRICAL	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
ARCHITECT	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
LANDSCAPE ARCHITECT	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
INTERIOR DESIGN	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	0
	CADD/SUBPROF. MAN-DAYS	0 @	/D=	\$0.00	
COST ESTIMATING	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00	
CLERICAL	CLERICAL	0 @	\$0.00 /D=	\$0.00	
TOTAL MAN-DAYS =		0	TOTAL=	\$0.00	
DIRECT LABOR - DIRECT DESIGN SUBTOTAL =				\$0.00	0
0% OVERHEAD =				\$0.00	
0.00% PROFIT =				\$0.00	
COSTS SUBJECT TO STATUTORY LIMIT TOTAL =				\$0.00	

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## ARCHITECT-ENGINEER SERVICES

PAGE 3 of 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FORT BENNING

### DIRECT LABOR - NOT SUBJECT TO STATUTORY LIMIT (Surveys and Studies):

#### SITE SURVEY

SURVEY CREW	CREW DAYS	0 @	\$0.00 /D=	\$0.00
CADD OFFICE WORK	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
SURVEY SUPERVISOR	MAN-DAYS	0 @	\$0.00 /D=	\$0.00

#### HVAC SYSTEM LIFE-CYCLE ANALYSIS

MECHANICAL	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00

#### DESIGN CHARRETTE PREPARATION

PROJECT MANAGER	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
DESIGNERS	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00

#### SID PACKAGE

ARCHITECT	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
CLERICAL	CLERICAL	0 @	\$0.00 /D=	\$0.00

#### COLOR BOARDS

ARCHITECT	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
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#### RENDERINGS

ARCHITECT	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
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#### PAVEMENT & STORM DRAIN DESIGN ANALYSIS

CIVIL ENGINEER	PROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00
	CADD/SUBPROF. MAN-DAYS	0 @	\$0.00 /D=	\$0.00

ENVIRONMENTAL ENGR	PROF. MAN-DAYS	0 @	/D=	\$0.00
	CADD/SUBPROF. MAN-DAYS	0 @	/D=	\$0.00

OTHER DIRECT LABOR SUBTOTAL = \$0.00

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# ARCHITECT-ENGINEER SERVICES

PAGE 4 of 6

PROJECT TITLE: FIER STATION

PROJECT LOCATION: FT BENNING

## MEETINGS and CONFERENCES and SITE VISITS:

PROJECT MANAGER	PROF. MAN-DAYS	0 @		/D=	\$0.00
CIVIL ENGINEER	PROF. MAN-DAYS	0 @		/D=	\$0.00
ENVIRONMENTAL ENGR	PROF. MAN-DAYS	0 @		/D=	\$0.00
STRUCTURAL	PROF. MAN-DAYS	0 @		/D=	\$0.00
LANDSCAPE	PROF. MAN-DAYS	0 @		/D=	\$0.00
MECHANICAL/	PROF. MAN-DAYS	0 @		/D=	\$0.00
ELECTRICAL	PROF. MAN-DAYS	0 @		/D=	\$0.00
ARCHITECT	PROF. MAN-DAYS	0 @		/D=	\$0.00
COST ESTIMATING	PROF. MAN-DAYS	0 @		/D=	\$0.00
	TOTAL MAN-DAYS =	0	<b>SUBTOTAL</b>	=	<b>\$0.00</b>
		<b>0%</b>	<b>OVERHEAD</b>	=	<b>\$0.00</b>

### FOR EACH TRIP:

TRAVEL.....	0	MILES	@ \$	0 /M =	\$0.00
AIR FARE.....	0	TRIPS	@ \$	0 /T =	\$0.00
RENTAL CAR.....	0	DAYS	@ \$	0 /D =	\$0.00
PER DIEM.....	0	DAYS	@ \$	0.00 /D =	\$0.00
LODGING.....	0	DAYS	@ \$	0 /D =	\$0.00
<b>MEETINGS AND CONFERENCES TRAVEL SUBTOTAL</b>					<b>\$0.00</b>

**MEETINGS & CONFERENCES TOTAL \$0.00**

(For each trip: man day for travel, man day on site, manday for return travel, man day for trip report)

PROJECT MANAGER	PROF. MAN-DAYS	0 @		/D=	\$0.00
CIVIL ENGINEER	PROF. MAN-DAYS	0 @		/D=	\$0.00
ENVIRONMENTAL ENGR	PROF. MAN-DAYS	0 @		/D=	\$0.00
STRUCTURAL	PROF. MAN-DAYS	0 @		/D=	\$0.00
LANDSCAPE	PROF. MAN-DAYS	0 @		/D=	\$0.00
MECHANICAL/	PROF. MAN-DAYS	0 @		/D=	\$0.00
ELECTRICAL	PROF. MAN-DAYS	0 @		/D=	\$0.00
ARCHITECT	PROF. MAN-DAYS	0 @		/D=	\$0.00
COST ESTIMATING	PROF. MAN-DAYS	0 @		/D=	\$0.00
	TOTAL MAN-DAYS =	0	<b>SUBTOTAL</b>	=	<b>\$0.00</b>
		<b>0%</b>	<b>OVERHEAD</b>	=	<b>\$0.00</b>

### FOR EACH TRIP: Travel by POV miles one way, days per diem, night lodging

TRAVEL.....	0	MILES	@ \$	0 /M =	\$0.00
AIR FARE.....	0	TRIPS	@ \$	0 /T =	\$0.00
RENTAL CAR.....	0	DAYS	@ \$	0 /D =	\$0.00
PER DIEM.....	0	DAYS	@ \$	0.00 /D =	\$0.00
LODGING.....	0	DAYS	@ \$	0 /D =	\$0.00
<b>SITE VISITS TRAVEL SUBTOTAL</b>					<b>\$0.00</b>

**SITE VISITS TOTAL \$0.00**

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# ARCHITECT-ENGINEER SERVICES

PAGE 5 of 6

## REPRODUCTION

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FT BENNING

0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00
0 @		\$0.00	=	\$	0.00

OVERNIGHT MAILINGS @ = \$ 0.00

Fax and phone  
Charrette Reports @ = \$ 0.00  
CD ROM @ = \$ 0.00

SUBTOTAL REPRO = \$ 0.00

OTHER - GEOTECHNICAL EFFORT = \$ 0.00

## REPRO TABLE

Draft RFP		Plots - half-size sets @	sheets/set	0						
		Plots - full-size sets @	sheets/set		0					
		BlueLines - half-size sets @	sheets/set				0			
		BlueLines - full-size sets @	sheets/set						0	
		Design Analysis sets	pgs/set			0				
		Spec sets	pgs/set			0				
		Cost Estimate sets	pgs/set			0				
		Energy & LCCA	pgs/set			0				
Final RFP		Plots - half-size sets @	sheets/set	0						
		Plots - full-size sets @	sheets/set		0					
		BlueLines - half-size sets @	sheets/set				0			
		BlueLines - full-size sets @	sheets/set						0	
		Design Analysis sets	pgs/set			0				
		Spec sets	pgs/set			0				
Corr Final RFP		Cost Estimate sets	pgs/set			0				
		Plots - half-size sets @	sheets/set	0						
		Plots - full-size sets @	sheets/set		0					
		BlueLines - half-size sets @	sheets/set				0			
		BlueLines - full-size sets @	sheets/set						0	
		Design Analysis sets	pgs/set			0				
		Spec sets	pgs/set			0				
		Cost Estimate sets	pgs/set			0				
				0	0	0	0	0	0	

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(paragraph 13, AR 340-16)



# ARCHITECT-ENGINEER SERVICES

PAGE 4 of 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FT BENNIGN

## MEETINGS and CONFERENCES and SITE VISITS:

### Charrette

#### PM/ARCH

##### LABOR

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

#### MEP

##### LABOR

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

#### CIVIL/STRUCT

##### LABOR

Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

#### COST ENGINEER

##### LABOR

Travel Time	COST	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	COST	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

### VE Study Meeting

#### PM/ARCH

##### LABOR

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	

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MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	

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# ARCHITECT-ENGINEER SERVICES

PAGE 4 of 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FT BENNIGN

In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00
<b>MEP</b>							
LABOR							
Travel Time	MECH	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00
<b>CIVIL/STRUCT</b>							
LABOR							
Travel Time	CIV	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day =		0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

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**ARCHITECT-ENGINEER SERVICES**

PAGE 4 of 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FT BENNIGN

**Draft RFP Review Conference****PM/ARCH****LABOR**

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

**MEP****LABOR**

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$297.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

**CIVIL/STRUCT****LABOR**

Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

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# ARCHITECT-ENGINEER SERVICES

PAGE 4 of 6

PROJECT TITLE: FIRE STATION

PROJECT LOCATION: FT BENNIGN

## Final RFP Review Conference

### PM/ARCH

#### LABOR

Travel Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$351.00 /D=	\$0.00	
Meeting Time	PM	0 hrs / 8 hrs/day	=	0 days @	\$351.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

### MEP

#### LABOR

Travel Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	MECH	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	ELE	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

### CIVIL/STRUCT

#### LABOR

Travel Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
Meeting Time	CIV	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	
	STRU	0 hrs / 8 hrs/day	=	0 days @	\$0.00 /D=	\$0.00	\$0.00
LODGING		0 nights @		\$0.00	=	\$0.00	
PER DIEM		0 days @		\$0.00	=	\$0.00	
MILEAGE							
Round-Trip	0	MILES	@ \$	0 /M =		\$0.00	
In and Around	0	MILES	@ \$	0 /M =		\$0.00	\$0.00

\$0.00
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## FIRE STATION

Lodging  
Per Diem  
to benning  
vicinity mileage

63 Day  
34 Day  
260 miles  
100 miles

### Set Control

<u>Discipline</u>	<u>MD's</u>	<u>Rate</u>	<u>Labor</u>	PLUS <u>150% OH</u>	<u>Mileage</u>	<u>at \$0.365</u>	<u>Lodge</u>	<u>Per Diem</u>	<u>Total</u>	
Crew Chief	0	\$0	\$0	\$0		0	\$0	-\$63	-\$17	-\$80
Instr Man	0	\$0	\$0	\$0				-\$63	-\$17	-\$80
Helper	0	\$0	\$0	\$0				-\$63	-\$17	-\$80
Process Data	0	\$0	\$0	\$0						\$0
Survey Super	0	\$0	\$0	\$0						\$0

### SURVEY

<u>Discipline</u>	<u>MD's</u>	<u>Rate</u>	<u>Labor</u>	PLUS <u>150% OH</u>	<u>Mileage</u>	<u>at \$0.365</u>	<u>Lodge</u>	<u>Per Diem</u>	<u>Total</u>	
Crew Chief	0	\$0	\$0	\$0		0	\$0	-\$63	-\$17	-\$80
Instr Man	0	\$0	\$0	\$0				-\$63	-\$17	-\$80
Helper	0	\$0	\$0	\$0				-\$63	-\$17	-\$80
Process Data	0	\$0	\$0	\$0						\$0
Survey Super	0	\$0	\$0	\$0						\$0

### TOTALS

0 crew days = XXXX crew weeks

	<u>Rate</u>	<u>Labor</u>	<u>150% OH</u>		
Crew Labor	0	\$0	\$0	\$0	
CADD Labor	0	\$0	\$0	\$0	
Survey Super Data	0	\$0	\$0	\$0	
Crew Per Diem	0	\$0		\$0	
Crew Lodging	0	\$0		\$0	
MILEAGE	0	0		\$0	\$0 Survey Travel
		\$0	\$0	\$0	

## ARCHITECT-ENGINEER SERVICES

PROJECT TITLE: FIRE STATION

PAGE 6 of 6

PROJECT LOCATION: FT BENNING

### PROFIT PERCENTAGE COMPUTATION SHEET FOR ARCHITECT-ENGINEER CONTRACTS, MODIFICATIONS & DELIVERY ORDERS

FACTOR DESCRIPTIONS	PERCENTILE RANGE	SELECTED PERCENTAGE
<b>Technical complexity factor</b> will vary from 0.05 for low complexity (design of simple road repaving or routine boundary survey verification) to 0.10 for high complexity (design of nuclear chemistry or the design of the remediation of a very unusual & complex hazardous waste site). Consider the nature of the work, degree of management involvement required, schedule constraints, amount of Government assistance, & availability of design criteria.	Simple. . . . . Complex 5%                      10%	<u>0.0%</u>
<b>Length Factor</b> is 0.02 for a contract action of 1 month or less, and increases proportionately to 0.04 for a contract action of 21 months or longer. Consider the time necessary to complete the substantive portion of work, including option periods.	1 Mo. . . 11 Mo. . . 21 Mo 2%              3%              4%	<u>0.0%</u>
<b>Support of Socioeconomic Factor</b> will vary from 0.00 for a prime contractor (including small business prime contractor) who plans no subcontracting, to 0.02 for a contractor who demonstrates exception program support. Consider the contractor's past record as well as the instant contract with regard to mentoring & subcontracting with small businesses, small disadvantage businesses, & historically black colleges & universities & minority institutions.	None. . . . . Extensive 0                                      2%	<u>0.0%</u>
Total Profit Percentage		<u>0.0%</u>

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## **SECTION 01000**

### **PERFORMANCE REQUIREMENTS FOR ARCHITECT-ENGINEER SERVICES GENERAL REQUIREMENTS**

Installation: Fort Benning, Georgia  
Project Title: **LI 46680, FY-04 Fire Station**

#### **C.1 GENERAL**

The Architect Engineer (A-E), as an independent contractor and not as an agent of the Government, shall, in accordance with the terms and conditions more particularly set forth below, furnish all labor, management, facilities, supplies, equipment and material (other than those to be furnished by the Government as herein-after provided), and do all things necessary for performance of the work as set forth below. The Architect-Engineers shall furnish the required personnel, equipment, instruments, and transportation, as necessary to accomplish required services and furnish to the Government reports and other data together with supporting material developed during the period of service. During the prosecution of the work, the Architect-Engineer shall provide adequate professional supervision and quality control to assure the accuracy, quality, completeness, and progress of the work.

#### **C.2 LOCATION OF WORK:**

Work is located at Fort Benning, Georgia.

#### **C.3 OMITTED.**

#### **C.4 OMITTED.**

#### **C.5 SUBMITTAL SCHEDULE AND REQUIREMENTS:**

Delivery of completed work shall be accomplished such that the materials will be protected from handling damage. Each package shall contain a transmittal letter or shipping form, in duplicate, listing the materials being transmitted, being properly numbered, dated and signed. Shipping labels shall be marked as follows:

U.S. Army Engineers District, Savannah  
ATTN: CESAS-PM-ME  
CONTRACT NO:  
100 W. Oglethorpe Ave  
Savannah, GA 31401-0889

#### **C.6 WORK TO BE PERFORMED/TECHNICAL CRITERIA AND STANDARDS**

- **GENERAL:** This scope of work sets forth the general requirements for the performance of various planning, survey, and other investigations/studies; and design services related to construction of the FY-04 Fire Station, Fort Benning. Other requirements shall be included in the pre-design conference minutes, or other specific instructions furnished by the Savannah District.

1. **CRITERIA REFERENCES.** The following information and criteria are made a part of this contract by reference:

- 1.1. Savannah District Design Manual for Military Construction (SAS DM) dated August 2002 (<http://en.sas.usace.army.mil/>) under Engineering Criteria. All applicable publications are listed in the SAS DM.
- 1.2. Technical Instructions (TI) 800-01, U.S. Army Corps of Engineers Design Criteria, dated [20 July 1998] (<http://www.hnd.usace.army.mil/> - under the TECHINFO link).
- 1.3. Tri-Service A/E/C CADD Standards, [Release 1.8, dated October 1999] (<http://tsc.wes.army.mil/products/standards/aec/intro.asp>)
- 1.4. Savannah District Drafting Standards, dated [March 1997].
- 1.5. DA Facility Standard Design for UEPH, COF, Tactical Equipment Maintenance Facilities, etc., (<http://cadlib.wes.army.mil/>).
- 1.6. Applicable Installation Design Guides. The Installation Design Guides are available on SAS\_STD Cd's.
- 1.7. Unified Facilities Guide Specifications (UFGS) (<http://www.hnd.usace.army.mil/>) - under the TECHINFO link).
- 1.8. Various Government and commercial criteria standards available in the Construction Criteria Base library (<http://www.ccb.org>).
- 1.9. U.S. Army Publications and Other Information (<http://www.hnd.usace.army.mil/>).
- 1.10. Federal Acquisition Regulation (FAR) (<http://www.arnet.gov/far/>).
- 1.11. Unified Facilities Criteria 4-010-01, 8 Apr 2002, DOD Minimum Anti-terrorist Standards for Buildings.
- 1.12. Design-Build Instructions (DBI) for Military Construction in TI 800-3 (<http://www.hnd.usace.army.mil/techinfo/ti.htm>)

2. **DESIGN SERVICES AND SUBMITTAL REQUIREMENTS.** The Savannah District Design Manual for Military Construction (SAS DM) provides detailed guidance for preparation of all work under this contract. Unless otherwise indicated, all designs will be developed using MicroStation CADD technology, SPECSINTACT software for contract specifications, MCACES software for cost estimates. Submittal requirements for each phase of design are defined in the SAS Design Manual for Military Construction. A deliverables checklist for each discipline at each phase of design can be found in the Design Manual. Deliverables may be provided to SAS for reproduction and distribution to other agencies. The Savannah District may accomplish all reproduction and distribution for each submission. SAS will reproduce one hard copy of each deliverable for distribution to the prime A-E and each of his consultants. Deliverables for each submission shall include a complete set of Microstation DGN files, a converted set of CAL raster files, and one hard copy of each drawing. All narrative and text documents, specifications, and cost estimates shall be provided in their electronic format, as appropriate, and one reproducible hard copy. The A-E scope of services required under this contract shall include the following:

- 2.1. Design Charrette. The Architect-Engineer is required to conduct a design charrette in accordance with Engineering and Construction Bulletin Number 2002-13 (Rev. 1). The Design charrette will be accomplished and the product submitted on the time schedule specified, and shall be a separate phase of work, independent of any other work included in the contract.
- 2.2. Omitted.
- 2.3. Omitted.
- 2.4. Omitted.



2.5. Omitted.

2.6. Omitted.

2.7. Construction Contract Documents. The specifications and CAL formatted drawing files submitted by the A-E at the corrected final design stage will constitute the construction contract documents for this project. The contract documents will be converted into electronic bid sets (EBS) by SAS for construction services advertisement. EBS documents will be issued to contractors and suppliers on CD and/or over the internet (<http://sas.usace.army.mil.ebs/>). Correction of items of noncompliance in the contract documents, whether format or technical errors, is the responsibility of the Architect-Engineer. Also, during the bidding period the Architect-Engineer shall furnish such advice as may be requested to clarify design intent, and develop the necessary amendments to document the clarification. Corrections and amendment packages will be developed within the time allowed by established design and construction bidding schedules as defined by SAS.

2.8. Omitted.

2.9. Preparation of Design-Build Request for Proposal (Partial Criteria): The Architect-Engineer shall prepare and submit for approval the drawings, written descriptions, design analysis, cost estimate, and other related and supporting documents as are more fully specified in TI 800-03. The Architect-Engineer shall incorporate review comments as part of completing the Design-Build Request for Proposal.

2.10. Omitted.

2.11. Omitted.

2.12. Omitted.

2.13. Omitted.

2.14. Design Conferences. The A-E will be required to attend specified meetings during the design process. The A-E's representatives required to attend the meetings and the meeting locations will be defined in specific instructions provided by the Savannah District. The exact meeting location, date, and time will be provided by the Project Manager. The Architect-Engineer will be responsible for taking notes and preparing the minutes for all conferences after contract award. Conference/visit minutes will be prepared in typed form, signed by the A-E's Project Manager, and the original furnished to the Savannah District office (within five days after date of conference) for concurrence and distribution to all attendees. This report shall include the following items as a minimum:

2.14.1. The date and place the conference was held with a list of attendees. The roster of attendees shall include name, organization, telephone number, and E-mail address.

2.14.2. Written review comments presented by attendees shall be attached to each report with the conference action noted. Prior to the next design submittal, all comments will be recorded in the DRCHECKS system and properly annotated by the A-E. The DRCHECKS system is an Internet based system and access will be set up by Savannah District.

2.14.3. Written review comments presented by attendees shall be attached to each report with the conference action noted. Conference action shall be "A" for an approved comment, "D" for a disapproved comment, "W" for a comment that has been withdrawn, "N" for noted, and "E" for a comment that has an exception noted.

2.14.4. Comments made during the conference, or decisions affecting criteria changes, must be coordinated with SAS and recorded in the basic conference notes. Any augmentation of written comments should be documented in the conference notes.

- 2.15. Topographic Survey. The A-E shall be responsible for accomplishing all topographic survey necessary for siting of the project, including connection of all utilities. Complete requirements are detailed in the Design Manual for Military Construction and specific instructions.
- 2.16. Subsurface Investigation. Subsurface investigation shall be accomplished by the Architect-Engineer, as specified in the project specific instructions. All requirements are detailed in the Design Manual for Military Construction
- 2.17. Omitted.
- 2.18. Permits. The Architect-Engineer will ensure that designs comply with all the requirements of the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the Safe Drinking Water Act. The Architect-Engineer will, during final design and after consultation with the installation Engineering staff, obtain necessary permits, licenses, and approvals from local, state, and federal authorities.
- 2.19. Architectural Renderings. The Architect-Engineer will provide Architectural Renderings as detailed in this paragraph. Provide one original and [two (2)] full sized color photos of the final color rendering. The full size renderings (original and photos) shall be framed and matted. The rendering shall be double matted as follows: upper matte sheet shall be a neutral color with a lower sheet of contrasting and complementary color. Frame shall be a standard aluminum type frame. Matte, frame, and rendering shall be color coordinated.
- 2.19.1. Provide for approval, a single line perspective sketch showing the three dimensional aspects of the facility with emphasis on the main building features. The perspective sketch must be a minimum of 8"x 10", and illustrate the view planned for the final color rendering. Include a sample indicating the type of rendering technique proposed for the final perspective. Select the horizon line and viewing point to best present the facility's character. Generally, a normal eye level view is preferred for single building projects, and an aerial view should be used for multiple building complexes. A professional architectural illustrator showing the view approved from the single line perspective shall prepare the rendering. Details should be appropriate for the military installation (e.g., correct portrayal of personnel and uniforms.
- 2.19.2. Rendering size shall be appropriately apportioned to illustrate the facility shape, color, patterns of exterior materials, and site development features. The minimum size, as determined by adding the vertical and horizontal dimensions of the rendering (without matte), shall be 42". Non-glare plastic glazing is required. Titles shall be scaled appropriately and included as part of the matte design. Titles shall identify only the project name, base, and A-E firm.
- 2.19.3. Provide three, mounted 35mm color slides; and a photo negative (minimum 35mm) of the final rendering.
- 2.20. Omitted.
- 2.21. Omitted.
- 2.22. Photographs. The contractor shall submit photographs showing, where possible, all field conditions influencing the design. The Architect-Engineer shall submit a narrative report detailing the general conditions and all special conditions for which it is impractical to submit specific photographs. Each photograph will be specifically labeled to identify the subject and how it is applicable to the design. The report and photographs shall be organized by design discipline and included in the applicable design submittal. The Savannah District will return photographs submitted with concept and preliminary design submittal to the contractor for use and resubmittal with subsequent submittals. Photographs are to be

original prints or copies of such quality (size and clarity) to clearly show field conditions and verify quantity of work required.

2.23. Omitted.

3. **TECHNICAL INSTRUCTIONS.** The following technical instructions are applicable to this project:

- 3.1. Quality Control Plan. For this contract the A-E shall provide and maintain a Design Quality Control Plan as an effective quality control program which will assure that all services required by this contract are performed and provided in a manner that meets professional architectural and engineering quality standards. As a minimum, all documents shall be technically reviewed by competent, independent reviewers identified in the DQC Plan and all documents shall be cross referenced using various checklists to assure compatibility. The same element that produced the product shall not perform the independent technical review (ITR) or checklist review. In addition, the DQC Plan shall as necessary incorporate the Lessons Learned database provided by the Government as part of the DRCHECKS system.

The DQC Plan shall be implemented by a Design Quality Control Manager who has the responsibility of being cognizant of and assuring that all documents on the project have been coordinated. This individual shall be a person who has verifiable engineering or architectural design experience and is a registered professional engineer or architect. While the Design Quality Control Manager can be a person also involved in the production of the product, the DQC Plan shall address the duties and responsibilities of the DQC manager and show adequate staffing and time to perform these duties. The name of the individual and the name of an alternate person assigned to this position shall be listed in the Design Quality Control Plan. Any changes to these personnel require a resubmission of the plan for acceptance.

The Contractor shall include in the DQC plan the discipline-specific checklists and the cross discipline checklists to be used during the design and quality control of each submittal. These completed checklists shall be submitted at each design phase as part of the project documentation. Additionally, comments generated by the ITR review shall be written, annotated and included in each design phase as part of the project documentation. The Contractor shall correct errors and deficiencies in the design documents prior to submitting them to the Government.

The Contractor shall include in the DQC plan design schedules identifying all major design tasks, including those that control the flow of work. The schedule shall include review and correction periods associated with each items. Internal review periods for Design Quality Control functions shall be listed as well as external review periods.

Acceptance of the Contractor's plan is required prior to the start of design. Acceptance is conditional and will be predicated on satisfactory performance during the design. The Government reserved the right to require the Contractor to make changes in his DQC plan and operations including removal of personnel, as necessary, to obtain the quality specified. Insure the following items are included:

- 3.1.1. Project number, description, and location.
- 3.1.2. A listing of design team members, noting responsibilities, phone numbers and e-mail addresses.  
NOTE: The A-E was selected based on the team members submitted no change shall be made without prior approval.
- 3.1.3. A CPM or bar chart schedule prepared using an off the shelf NAS software package fully compatible with the Microsoft Windows environment (i.e. Microsoft Project or similar software) indicating required design activities and proposed submission dates.
- 3.1.4. Brief outline description of the A-E's quality procedures for ensuring a coordinated design between disciplines, coordination between drawings and specifications, internal review processes,

and conformance with SAS deliverables requirements as defined in the Design Manual for Military Construction.

- 3.2. Communications Connectivity Requirements. The A-E must have Internet access (MS Explorer or Netscape) to access design criteria, and to view construction advertisement documents appearing on the SAS web page via the electronic bid sets (EBS) process. Also, the AE must have electronic mail with the capability to attach and transfer design documents, and to utilize the SAS electronic request for information (RFI) system.
- 3.3. Adapt Government Designs. The A-E will adapt Government designs, drawings, specifications, and standards for buildings and other structures as necessary to meet the requirements of the approved layout of the proposed project, and prepare detailed designs, specifications, and drawings in required form for buildings and other structures for which Government designs are incomplete or unavailable. All such drawings and specifications will be corrected to reflect the latest criteria requirements in effect during the project design. Facilities to be used as a basis of design will be identified in the specific instructions for each project.
- 3.4. Adjacent Projects. On-going projects located adjacent to, or nearby a proposed project site will be identified in the specific instructions. The A-E shall completely and thoroughly coordinate all aspects of the proposed project and how it interrelates with surrounding facilities.
- 3.5. Construction Cost Limit. At any time during the design process, should it become apparent to the Architect-Engineer that the construction cost of a project will exceed the amounts set forth for in the specific instructions, he/she shall immediately provide written notice to the Contracting Officer. It is conceivable that the Government established construction cost limit (CCL) of a project can change between the time the project is negotiated and the time final design is completed. The Architect-Engineer will be advised of all changes in the construction cost limit. A change in the CCL shall not categorically constitute a change in scope nor justify any change in the Architect-Engineer's fee. The Architect-Engineer is required to design all projects at full scope as indicated on the DD Form 1391 or the specific instructions as originally negotiated plus any changes incorporated by contract modification regardless of the fluctuation in the construction cost limit in accordance with Section F, FAR 52-236.22. In instances where the construction cost for the full scope design exceeds the CCL, despite the A-E's best effort to design the project within the established cost limits, additive or optional construction items will be recommended and incorporated as required.
- 3.6. Site Visits. When making site inspection visits at the Installation, the necessary arrangements for such visits will normally be made with the designated point of contact at the Installation. The Savannah District Project Manager will be informed of scheduled visit dates. The Architect-Engineer will submit a report of field visit each time a visit is made to an installation. A suggested format for a field visit report is attached (**Enclosure 2**). The Architect-Engineer is responsible for determining existing site conditions and coordinating the proposed new work with existing conditions and other proposed work. As-built drawings for typical facilities furnished the Architect-Engineer may not necessarily reflect the true existing conditions; therefore, each facility must be field checked and drawings revised to indicate the true existing conditions.
- 3.7. Military Installation Aesthetic Improvement Guidance. The Architect-Engineer is required to consider aesthetic quality design in accordance with SAS DM.
- 3.8. Design for the Physically Handicapped. In accordance with the Public Law 90-480, portions of the facility may be required to be designed for use by the physically handicapped. The Uniform Federal Accessibility Standards published in the Federal Register in August 7, 1984, (49FR 31528), and the Americans with Disabilities Act Architectural Guidelines covers applicable criteria. If provisions for the handicapped are not included, specific reasons for exemption will be furnished.

- 3.9. CADD Drawings. All contract drawings will be created using Computer Aided Design and Drafting (CADD) technology. The Architect-Engineer will develop the contract drawing files using the latest version of MicroStation graphics software in use by Savannah District at the time of contract award. Drawing files developed using other types of graphics software and translated into MicroStation shall not be permissible. Cell libraries in the Microstation format may be furnished by the Government for use in production of the design files for a project. The supplied cell libraries are furnished for the convenience of the Architect-Engineer and in no way does the Government warrant that supplied libraries and/or graphics symbology are complete for the specified work. All design drawing files (and their associated data or reference files) developed for a project shall conform to the Tri-Service A/E/C CADD Standards. The project files shall become Government property and be added to Savannah District's CADD library. Project files will be delivered on compact disk (CD) with a physical label as to the project location and project name. The CD must conform to ISO 9660 file standard. The ISO convention restricts filenames to the characters A-Z (uppercase only), 0-9, and \_ (underscore). Filenames including extensions are restricted to 11 characters.
- 3.10. Omitted.
- 3.11. Omitted.
- 3.12. Computerized Design Analysis. The Architect-Engineer is encouraged to use computer calculations as part of analysis whenever possible and should refer to the Design Manual for Military Construction for additional information as to approved programs and the requirement for electronic media submittal. As a minimum, unless the programs are listed as approved, the Architect-Engineer will provide:
- 3.12.1. The name of the program.
- 3.12.2. A description of the program. This description must be sufficient to verify the validity of methods, assumptions, theories, and formulas, but does not require source code documentation or other information that would compromise the proprietary rights. The Architect-Engineer is responsible for verifying the results of programs and that programs are used correctly.
- 3.12.3. A benchmark run validating the program that includes both a computer analysis and hand analysis of a typical or representative problem.
- 3.13. Cost Estimate. Cost estimates shall be developed in accordance with the instructions in the Savannah District Design Manual for Military Construction unless otherwise specifically directed.
- 3.13.1. The cost estimate shall be a MCACES estimate prepared using the Military Work Breakdown Structure. As a minimum, the Primary Facilities shall be estimated down to System Level, complete to the 1.5M building line. The Support Facilities outside the 1.5M line shall be estimated down to Assembly Level with details at Level 7. The estimate shall be created from Savannah District Database and using the SAS Project Templates. Reference paragraph 9.17.3.1.1 Military Estimate Hierarchy.
- 3.13.2. Omitted.
- 3.13.3. It is conceivable that the construction cost limit (CCL) of a project can change between the time the project is negotiated and the time final design is completed. The Architect-Engineer will be advised of all changes in the construction cost limit. A change in the CCL shall not categorically constitute a change in scope nor justify any change in the Architect-Engineer's fee. The Architect-Engineer is required to design the project at the full scope as indicated on the DD Form 1391 or the specific instructions as originally negotiated plus any changes incorporated by contract modification regardless of the fluctuation in the construction cost limit in accordance with Section F, FAR 52-236.22.

- 3.13.4. At any time during the design process, should it become apparent to the Architect-Engineer that the construction cost of the project will exceed the amounts set forth in the specific instructions, he/she shall immediately provide written notice to the Contracting Officer.
- 3.14. Documentation. Drawings, design analyses, estimates, resume of utility loads, etc., which are submitted to SAS, shall be appropriately dated with the date of the latest revision.
- 3.15. Area Calculations. The gross area, computed in accordance with ER 1110-345-710, shall be indicated on the floor plans for all facilities.
- 3.16. Consultant Coordination. The Architect-Engineer shall ensure copies of all instructions, manuals, ETLs, or other documents pertaining to the design requirements are furnished to consultants in order to ensure a completely coordinated design.
- 3.17. Site Inspections: When making site inspection visits at the Installation, the necessary arrangements for such visits shall be made with the point of contact at the Installation, and keeping the Savannah District informed of scheduled dates. The Architect-Engineer is responsible for determining existing site conditions and coordinating the proposed new work with existing conditions and other proposed work. As-built drawings for typical facilities furnished the Architect-Engineer may not necessarily reflect the true existing conditions; therefore, each facility must be field checked and drawings revised to indicate the true existing conditions.
- 3.18. Verification of Design Conditions: Upon completion of each design, the Architect-Engineer shall review the design and correct the specifications, codes, etc. to assure the specifications are up to date. Any changes required in the design to conform to code or other criteria changes shall be reported to the Contracting Officer for consideration. Such design changes may be the basis for a contract modification if a change in the design is directed. The designer shall revisit the site, verify the field conditions on which the design is based, and advise the Contracting Officer of all changes in field conditions affecting the design and that the required verification is completed prior to the submittal of the corrected final design.
- 3.19. Submittals: Requirements for submittal packaging shall be outlined in the Specific Instructions to include a listing of review agencies with quantities of sets the Architect-Engineer is to provide for review by each agency. Sample submittal requirements are found in the SAS DM, Volume I, Paragraph 9 and Exhibit I-A-1.
- 3.20. Plan of Construction: The A-E shall submit a plan of construction with the final design package. The plan shall be prepared in accordance with current constructions practices and shall be consistent with the requirements of the plans and specifications. The plan shall include the full period from the beginning of mobilization to and including cleanup and final acceptance of the work by the Contracting Officer. An example of plan of construction is shown on page B-4 of Engineering Instruction 01D010 dated 1 September 1997.
- 3.21. Review Comments: The Architect-Engineer shall return the review comments to the Savannah District Project Manager within 10 days indicating how the comments will be incorporated into the design. Annotations should clearly indicate how and/or where the comments will be incorporated. The annotation "Will Comply" is not a satisfactory response. The review comments shall also be included with the next submittal.
- 3.22. Authorized Changes: The Architect-Engineer shall accept instructions only from the Contracting Officer or his/her duly appointed representative; however, requests and desires of the using agency made directly to the designer shall be forwarded to the Savannah District Project Manager for consideration.
- 3.23. Ingress or Egress. Should it become necessary for the Architect-Engineer to secure the right of ingress and egress to accomplish any of the work required for the performance of various planning, survey,

comprehensive interior design, and design services related to new construction, upgrade, improvement and repair on properties not owned or controlled by the Government, the Architect-Engineer shall secure the consent of the owner, his representative, or agent prior to entering the property.

- 3.24. Design Intent. The Architect-Engineer shall provide assistance during the bid and construction periods in answering bidder/contractor questions, preparing amendments, or other responses as necessary to clarify design intent. The Architect-Engineer shall incorporate all amendment and comment changes made during bid and construction periods into the construction contract documents. Corrected electronic files and plots from the files shall be furnished to the Government at no additional cost.
- 3.25. Record of Discussions. The Architect-Engineer will be required to provide a record of all discussions, verbal directions, telephone conversations, etc., participated in by the Architect-Engineer and/or his representatives on matters relative to this contract and the work. Request for information should be submitted to District via the SAS RFI system.
- 3.26. Request for Information System: The Government has developed an electronic database, the Request for Information (RFI) System, to track and answer Proposers questions, requests for information and clarifications during the solicitation phase. On a case-by-case basis the A-E may be required to use this system for design-build and other projects. The use of the RFI System for all requests will be a contractual requirement. The A-E will enter the system over the Internet using a web browser such as Internet Explorer 5.0 or newer or Netscape 4.7 or newer and any Internet service provider. The Government will provide the A-E a user identification and password for the system that will only allow you to enter and view the requests for this project. The A-E will provide the Government the E-mail address for the individual(s) inputting into the system in order that E-mail messages can be sent from the Government to the A-E indicating a response to the request. The Government will provide instructions in the use of the RFI System. The A-E must fill in the Response portion of the RFI form and indicate if an amendment is required or not. The Government will be notified through an E-mail message that the A-E has entered a request into the system. When the Government has answered the request, an E-mail message will be sent to all proposers informing them that the answer to the request is in the system. The Proposers will enter the system to retrieve the answer using the same procedure to enter the question. The RFI System assigns a unique number to each request. If an amendment to the solicitation is required as a result of the RFI this must be prepared separately and sent to the project manager promptly.
- 3.27. Omitted.
- 3.2.6 Manufacturer Make and Model Descriptions: In order to maintain maximum flexibility in establishing construction specifications while at the same time avoiding unnecessarily restrictive descriptions, A-E contracts for design shall require the designer to comply with the following standards when specifying a product by trade name, make or catalog number:
- a. List the salient characteristics of the named product which establish the "standard of quality" required by the Government. These characteristics should be listed in the form of physical, functional and performance characteristics.
  - b. Conduct a market survey to identify all manufacturers whose products meet the Government's requirements.
  - c. Provide the names and model numbers of all manufacturers' products which meet the "standard of quality" and list these manufacturers and products in the specifications and/or drawings.
  - d. The market survey information shall be provided to Contracting to be included in the official contract file.

e. If a construction contractor submits a product from an unlisted manufacturer for acceptance, it will be evaluated against the standard of quality established by the named manufacturers' products and the salient characteristics listed in the specifications.



SUGGESTED FORMAT FOR REPORT OF FIELD VISIT

(DATE) \_\_\_\_\_

SUBJECT:      Report of Field Visit to \_\_\_\_\_  
                 Project: \_\_\_\_\_, L.I. \_\_\_\_\_, FY- \_\_\_\_\_  
                 A-E Contract Number \_\_\_\_\_

U.S. Army Corps of Engineers, Savannah District  
ATTN: CESAS-EN-E\_\_ /Mr. \_\_\_\_\_  
100 W. Oglethorpe Avenue  
Savannah, GA 31401-3640

1. Time of Visit:
2. Place:
3. Purpose of Visit:
4. Persons Contacted and Making Inspections:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Specific Matters Considered:
6. Summary:
7. Items which should be referenced to Savannah District for Instructions:
8. Comments and/or Recommendations:

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## SPECIFIC INSTRUCTIONS

Installation: Fort Benning, Georgia  
Project Title: LI 46680, FY-04 Fire Station

1. The following schedule of Architect-Engineer Services are required for this contract as provided for in paragraph 2, Design Services and Submittal Requirements, of Section C.6, Work to be Performed/Technical Criteria and Standards of the General Requirements.

Required	ARCHITECT-ENGINEER SERVICES
X	2.1. Design Charrette
X	2.7. Construction Contract Documents
	2.8. Preparation of Design-Build Request for Proposal(Nominal Criteria)
X	2.9. Preparation of Design-Build Request for Proposal(Partial Criteria)
	2.10. Preparation of Design-Build Request for Proposal(Full Criteria)
	2.11. Design-Build Evaluation Consultation
	2.12. Review of Design-Build Submittals (Conformance Reviews)
	2.13. Studies/Reports
X	2.14. Design Conferences
X	2.15. Topographic Survey
X	2.16. Subsurface Investigation
	2.17. Asbestos/Lead Based Paint Identification and Removal
X	2.18. Permits.
X	2.19. Architectural Renderings
	2.20. Interior Design
	2.21. Color Boards
X	2.22 Photographs
	2.23 Construction Phase Services
X	3.24. Other A-E Services

2. Schedule for design-build RFP submittals for this contract:

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On-site Charrette (Interviews, Development of Design Solutions, Consensus, and Outbriefing)	Begin within 10 calendar days of contract NOTICE TO PROCEED, on a mutually agreed upon date.
Final Charrette Report and Draft RFP Submittal	24 Calendar days after completion of Charrette Outbriefing.
Corrected Final Charrette Report and Final RFP Submittal (100% effort)	17 Calendar days after Review Conference for Final Charrette Report and Draft RFP Submittal
Corrected Final RFP Submittal	10 Calendar days after Review Conference for Corrected Final Charrette Report and Final RFP Submittal (100% effort)

3. Project Data. The following additional information and criteria shall be used in the execution of this contract:

a. DD Form 1391 dated 28 Apr 03 with incorrect fiscal year FY-06 and incorrect PA of \$2.4M (previously provided).

b. Specific Instructions from Savannah District Engineering Sections: Section 1 - Site Development & Environmental; Section 2 - Structural; Section 3 - Architectural; Section 3 - Interior Design; Section 4 - Fire Protection; Section 4 - Mechanical; Section 5 - Electrical; Section 7 - Energy Analyses, Economic Analyses, Control Systems, and EMCS; and Section 9 - Cost Engineering; (attached).

c. Compact Disks (2 disks), "Savannah District Drafting Standards and AE Design Manual Plus Sample Drawings and Specifications" dated Sept 2003. (To be provided at Pre-proposal conference).

d. Fort Benning Installation Design Guide (IDG), latest edition, included in Compact Disks (2 disks), "Savannah District Drafting Standards and AE Design Manual Plus Sample Drawings and Specifications" dated Sept 2003. (To be provided at Pre-proposal conference).

e. Final Minutes of upcoming scheduled Pre-Proposal Conference for Design-Build RFP.

f. Appendix C to Engineer Technical Letter 1110-3-491 - Sustainable Project Rating Tool (SPiRiT), available at <http://www.usace.army.mil/inet/usace-docs/eng-tech-ltrs/etl-mp.html>. A minimum Bronze rating is required for the project. As part of the on-site charrette effort, sustainable design will be an agenda item to discuss those SDD items which are acceptable to Fort Benning, and to perform a complete run-through of the SPIRiT summary points rating sheet to confirm that this project will attain the Bronze rating.

g. Current Fire Station Standard Design Available at:  
[https://65.204.17.188/projnet/portal/version2/index.cfm?WORKFLOW=Portal\\_StandardSelect&PKEYPORTAL=1&PKEYCENTER=9&](https://65.204.17.188/projnet/portal/version2/index.cfm?WORKFLOW=Portal_StandardSelect&PKEYPORTAL=1&PKEYCENTER=9&)

4. Project Description: LI 46680, FY-04 Fire Station, Fort Benning, Georgia.  
The project scope is to construct a two company 11,045 square foot fire station. The design shall not exceed this scope (square footage).

5. Special Considerations (adjustments to items in paragraphs 2 and 3 of Section C.6, Work to be Performed/Technical Criteria and Standards).

(a) Para. 2 – Design Services and Submittal Requirements: The A-E shall be responsible for reproduction and distribution of the contract deliverables and submittals. Distribution and number of copies shall be as indicated in paragraph 13 of these Specific Instructions.

(b) Para. 2.9 – Preparation of Design-Build Request for Proposal (Partial Criteria) –

The A-E is responsible for preparation of a Request For Proposal (RFP) to obtain a separate Contract with a Design-Build Contractor for the Design and Construction of the project described below. The Savannah District Design Manual for Military Construction (SAS DM) provides detailed guidance for preparation of all work under this contract. However, the SAS DM requires more design effort and submitted information at each submittal than is needed in a Code 7 (design-build) design. Coordinate with the Project Manager to clearly understand requirements. Unless otherwise indicated, all designs will be developed using MicroStation CADD technology, SPECSINTACT software, MS Word [or PerSpective] for contract specifications, MCACES software for cost estimates. All narrative and text documents, specifications, and cost estimates shall be provided in their electronic format, as appropriate. The A-E scope of services required under this contract shall include the following:

2.9.1 Design Build Project Development (Code 7) and Submittal. The solicitation package is a combination of documents prepared by the A-E and the Government. The A-E shall provide as a minimum the following items that will be included with Government provided items to complete the Design-Build RFP. All A-E provided items shall be coordinated with the Government furnished items in order to provide a uniform package in format and procurement approach. The A-E will prepare a draft Section 00110, "Proposal Submission Requirements and Instructions", by editing the template in paragraph 3(i) above. The edit will reflect the specific scope and unique nature and features of the project. This draft Section 00110 will be included as part of the draft RFP submittal. After discussion of any comments at the draft RFP review conference, one copy of the final Section 00110 with comments incorporated will be submitted to the Savannah District Project Manager within two weeks after the draft RFP review conference; this will be the only final Section 00110 submittal requirement.

2.9.2 Design-Build RFP Requirements:

DESIGN REQUIREMENTS. Develop a Statement of Work (SOW) section providing a general narrative to include project requirements, intended use of each item with specific requirements (if any), minimum requirements of design, materials, and construction codes. Design intent of the project shall be conveyed in the RFP to the offeror. Customer needs, expectations and latitude of design shall be made clear in the RFP.

The A-E shall provide as a minimum the following Design Criteria:

**a. Site Development:** The A-E will provide the following basic design information. The Geotechnical information necessary for completing the design, along

with the site and topographical survey for the project, shall be completely accomplished by the A-E in accordance with the attached Specific Instructions, and the deliverables required by those Specific Instructions shall be included in the Design/Build package.

1. Vicinity map showing project location, COE office, landfill, haul routes, On-base borrow pits and spoil areas that the contractor may use during his contract, etc. This is generally available for the COE CADD Unit or on the SAS\_STD CD.
2. Concept site plan including construction limits, site layout delineating the building footprint and parking lot.
3. Geotechnical report including soils test analysis, permeability, CBR, site preparation requirements, and foundations requirements.
4. Tree survey if there is a requirement to save existing trees.
5. Site and topographical surveys including property lines, utility locations, easements, setbacks, all structures above and below grade, trees, wetlands, environmentally-protected areas, streets, roads, etc. , and finish contours as needed for the completion of design.
6. Water pressure and flow test results and map showing where tests were taken.
7. Site utility plan with utility tie-in points.
8. Storm water management system description and survey of entire route, if Contractor is to carry storm water off project site.
9. Volume and traffic composition, so contractor can determine pavement thickness and structure or state these requirements in the RFP.
10. Conceptual landscaping requirements describing existing site conditions, including indication of existing plant materials which are to be used and indicating specific plant locations if specific plants are required by the customer. Base approved plant types will be provided. Consult the Installation Design Guide.
11. Narrative in Design Requirements specifications describing all the technical criteria for site development, utility and landscape design including handicap requirements. Performance specifications are generally provided, however COE guide specifications can be edited and included as project requirements.
12. Other requirements detailed in the attached discipline-specific specific instructions for Section 1 - Site Development & Environmental Engineering, prepared by Mark Kolasinski. These requirements will govern if more stringent than those detailed above.

**b. Electrical/Water/Sewer/Gas/Cable TV/Communications:** Provide the following information:

1. The A-E will provide locations of recommended connection points for electrical, water, sewer, gas, cable TV, and communication lines. The A-E's site plan will include the locations of all existing utilities.

2. Performance specifications are generally provided, however COE guide specifications can be edited and included as project requirements.

**c. Architectural:** The A-E will prepare the following information:

1. Concept floor plans, and elevations, including any special mechanical equipment layout, overall dimensions, desirable column spacing (if this is critical), include future expansion layouts for areas/departments if this is part of the scope.
2. Roof plan if complexity of building requires special treatment.
3. Enlarged floor plans if needed to explain special design conditions.
4. Preliminary exterior elevations for special design conditions including material indication, windows, doors, roof slope, signs.
5. Life Safety plan of the facility to insure the NFPA compliance.
6. Preliminary cross sections for special design conditions indicating building heights, structures, general construction.
7. User space requirements and handicap requirements.
8. Number of employees to occupy rooms/facilities (M/F and shifts).
9. Major dimensions and clear ceiling heights for all areas need to be specifically addressed.
10. Architectural guidelines from the installation including style, details and other explanations of the installations overall architectural theme.
11. Narrative discussing building materials, finishes, colors and related items (crown moldings, blinds, etc.). Performance specifications are generally provided, however COE guide specifications can be edited and included as project requirements.

**d. Structural:** The AE will prepare the following information.

1. Include design codes and criteria to be used for design, minimum strengths and basic design loads. Performance specifications are generally provided, however COE guide specifications can be edited and included as project requirements.
2. Special structural requirements including specific load conditions and deviations from the national codes.
3. General description of structural system to be used for gravity and lateral loads and for force protection.
4. Structural systems which are acceptable and those which are not.
5. Required bay spacing. Required column spacing, if critical.

6. Column grids will be shown with notes regarding clear span requirements, if applicable.
7. The structural framing system is generally designed by the Design/Build Contractor and the RFP only provides the criteria.

**e. Mechanical:** The AE will provide the following information:

1. Special plumbing requirements including handicap requirements, low flow requirements, maximum hot water requirements, dilution basins, grease separators, sewage ejection, etc.
2. HVAC design parameters listing for required conditions for all areas, number of occupants, hours of operation.
3. Design conditions including indoor and outdoor temperatures, relative humidity for summer and winter conditions, filtration and ventilation requirements, personnel loads, and special equipment loads.
4. Proposed building characteristics including "U" Factors of walls, floors, roofs, windows, etc., orientation of the building, latitude and longitude of location, and any special conditions that would have an impact on HVAC design.
5. Energy budget target values, design temperatures and humidity requirements including summer outside design dry bulb and wet bulb temperatures, winter outside design dry bulb, indoor design dry bulb and relative humidity range, special conditions such as room pressurization, 100% exhaust, 100% outside air, etc.
6. Types of systems the Government does not desire; i.e., roof-top units, direct gas-fired vs. hot water or direct heating systems, chilled water or direct expansion, no fan coil terminals in humid areas, no pneumatic control systems and any other base specific requirements.
7. List of types of equipment or systems the Government requires; i.e., when single loop control systems are required, utility management and control systems, required interface with base EMCS, etc.
8. Provide heat loads for Government-furnished equipment in the RFP.
9. List of required studies such as active solar water-heating feasibility study, life cycle cost (LCC) study, etc.
10. List of acceptable HVAC loads programs, energy budget and life cycle cost software.
11. List of areas requiring Fire Protection or requirement for the contractor to make selection of area fire protection requirements based upon applicable codes and standards for the use of the area.
12. Direct digital controls (DDC) will most likely be used by the Design/Build Contractor, find out what manufacture is currently prevalent at the base and what the unit must interface with and include the requirement in the RFP. The same applies for the fire alarm system.

13. Performance specifications are generally provided, however COE guide specifications can be edited and included as project requirements.
14. Other requirements as detailed in the attached discipline-specific specific instructions. These discipline-specific specific instructions will govern if more stringent than those detailed in the above paragraphs.

**f. Electrical:**

1. Electrical site considerations such as overhead vs. underground, connection points, etc.
2. Capacity of system to handle added load, load studies, coordination studies.
3. Design criteria including type of fixtures, lighting levels, daylighting requirements, device quality requirements, mechanization listing with power requirements, etc.
4. Fire alarm system requirements.
5. Communications system requirements.
6. Security or cable TV system requirements.
7. Separate electrical closet and communications closets if required by base.
8. The A-E will write performance specifications for the interior and exterior requirements for electrical requirements.
9. Other requirements as detailed in the attached discipline-specific specific instructions. These discipline-specific specific instructions will govern if more stringent than those detailed in the above paragraphs

2.9.3 The Architect-Engineer is required to furnish the RFP prepared in accordance with the SAS Specific Instructions and TI 800-03, Technical Requirements for Design-Build. The RFP will be prepared and submitted on the time schedule specified. The Architect-Engineer will incorporate any comments generated by the predesign conference, charrette, and the design review conferences.

2.9.4 SPECIFICATIONS FOR THE RFP: Government standards (ETLs, CE guide specifications, ECs, ERs, EIs, etc.) or industry standard specifications may be used in preparation of the RFP provided the equipment specified is not proprietary.

2.9.5 When specifications are done in SPECSINTACT a completed submittal register listing all contractor submittals is required in the contract specifications. SPECSINTACT software can be downloaded from the Internet. The address to obtain the software is as follows: <http://www-de.ksc.nasa.gov/specsintact/>. The Submittal Register Form (ENG Form 4288) can be developed using the SPECSINTACT software.

2.9.6 DESIGN/BUILD CONTRACTOR'S DESIGN SUBMITTAL LIST, SECTION 1012: The Government will require reviews of the D-B's Contractor's design at 60% and final design. The A-E will provide a complete list of design submittals required by



the Design/Build Contractor. This is a list of submittals required by the Government to ensure that the Design/Build Contractor's design is complying with his proposal and the RFP requirements. This should include a short narrative of what is to be included in each submittal (calculation, drawings, specifications, etc.). The list should be summarized to show the name of the submittal and the required number of interim review submittals, ex: drainage plan, 60%, Final (with a narrative of what is to be included in the 60% and in the Final).

2.9.7 Permit Requirements. The Architect-Engineer will ensure that the RFP documents require the completed design to comply with all the requirements of the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the Safe Drinking Water Act. The RFP will include a requirement for the Designer of Record, after consultation with the installation Engineering staff, obtain necessary permits, licenses, and approvals from local, state, and federal authorities.

2.9.8 Architectural Renderings. As part of the RFP, the A-E shall provide architectural renderings as detailed in paragraph 2.19 of section C.6 of the basic Contract.

2.9.9 Omitted.

2.9.10 Submittal Requirements for RFP development:

The A-E shall provide submittals as detailed below of their RFP for review by the Government. The A-E shall allow the Government separate 21 calendar days for each submittal review. The following shall be included in each submittal:

Draft Submittal –

- (1) Design Analysis
- (2) Bid Schedule
- (3) Concept Drawings (Location and Vicinity Map, Existing Topography and Demolition Plan, Site Plan, Grading and Drainage Plan, Site Utility Plan, Floor Plan, Building Elevations)
- (4) Cost Estimate
- (5) Completely developed Statement of Work (SOW) section
- (6) List of Specifications, or developed specifications where necessary

It is essential that the Draft RFP Submittal be complete enough and sufficiently detailed to allow a successful Value Engineering Study to be performed on the submittal.

Final and Corrected Final RFP Submittals - Submittals to comply with complete requirements as detailed in these specific instructions.

RTA RFP Cost Estimate: The A-E is responsible for the complete cost estimate.

2.9.11 As-Built Drawings. Include a requirement for the Contractor to complete as-built drawings with the "Designer of Record" at completion of any project, and advise the Contracting Officer of all changes in field conditions affecting the design and that the required verification is completed prior to the submittal of the corrected as-built drawings.

2.9.12 Value Engineering. The Government reserves the right to perform value engineering studies on this project during the development of the RFP package. The

value engineering studies may be performed by the Government's in-house staff or by another A-E.

#### 2.9.13 Other Design Related Requirements:

a. List of Government-furnished/Government-installed furniture and equipment indicating the design-build contractor's responsibilities for the equipment (storage and placement preparation, compressed air, power, water, structural support, clearances, etc.).

1. List of Government-furnished/Design-build contractor-installed furniture and equipment indicating the contractor's responsibilities as above.

2. List of Design-build contractor-furnished/contractor installed equipment and required pre-wiring for communications, communications equipment, security equipment, etc.

3. The above lists will be included in section 0800 of the solicitation package so electronic copies of the lists are needed. If this is not available the pages can be scanned.

b. Agreements and jurisdictional restraints (with local utilities, site restrictions, permits obtained/needed and contacts on above.

c. Construction phasing (schedule of critical dates, allowed utility outages, security procedures, times contractor is allowed to work in certain areas and other Government restraints).

d. Site investigations must be sufficiently thorough to ensure that design details are compatible with the project site. When making site visits at the Base, the necessary arrangements for such visits will be made through the Project Manager. When any meeting, conference or site visits are attended on the Base by the A-E, the Resident Office will be notified upon arrival at the Base before proceeding to the task.

e. Environmental Permits: The A-E shall identify in the RFP all Environmental permits required by this project. They shall identify permitting authority, type permit required, when permit is to be obtained, cost of permits, who is responsible for paying permits and sample permit applications.

(c) Omitted.

(d) Omitted.

(e) Para. 2.14 – Design Conferences: The following is a list of meetings which will be attended by the Architect-Engineer for development of the RFP package. The A-E's representatives required to attend the meetings and the meeting locations are defined below. The exact meeting location, date, and time will be provided to the A-E by the Project Manager.

Value Engineering conference (one day conference) to be held at Fort Benning, GA. The A-E representative will be:

- (1) Project Manager
- (2) Mechanical Engineer
- (3) Electrical Engineer
- (4) Site Development/Civil Engineer
- (5) Architect

Draft RFP submittal review conference to be held at Fort Benning, Georgia. The A-E representatives will be:

- (1) Project Manager
- (2) Mechanical Engineer
- (3) Electrical Engineer
- (6) Site Development/Civil Engineer
- (7) Architect

Final RFP submittal review conference to be held at Fort Benning, Georgia. The A-E representatives will be:

- (1) Project Manager
- (2) Mechanical Engineer
- (3) Electrical Engineer
- (4) Site Development/Civil Engineer
- (5) Architect

(f) Para. 2.16 – Subsurface Investigation: Subsurface investigation shall be accomplished by the A-E in accordance with the attached specific instructions.

(g) Para 2.18 – Permits. The A-E does not necessarily have to obtain the permits, but shall ensure that the requirement to have the design-build contractor obtain the necessary permits is included in the RFP package.

(h) Omitted.

(i) New para. 3.25 -Military Installation Aesthetic Improvement Guidance. The Architect-Engineer is required to consider aesthetic quality design in accordance with SAS DM.

(j) New para 3.26 - Lessons Learned/Lessons Learned Certification. The A-E shall submit with the final submittal the Lessons Learned Certification Form with each major design discipline's signature indicating that each item in the Lessons Learned Document has been addressed and incorporated in the RFP design requirements and construction. The Lessons Learned Document may be accessed from the Internet at address: <http://www.sas.usace.army.mil/leslrn/cgi-win/llhome.dll>.

The A-E shall also review Dr Checks Corporate Lessons Learned and TI 800-03 entitled "Technical Requirements for Design-Build" for lessons learned that shall to be included in the Request for Proposal. This TI can be located at the web site: <http://www.hnd.usace.army.mil/techinfo/ti.htm>. The DrChecks CCL can be found at <http://www.cecer.army.mil/pl/ccl/committee/index.htm>

(k) New para. 3.27: Record of Discussions. The Architect-Engineer will be required to provide a record of all discussions, verbal directions, telephone conversations, etc.,

participated in by the Architect-Engineer and/or his representatives on matters relative to this contract and the work. Request for information should be submitted to District via the SAS RFI system. You must have a web ID and Password to access the RFI web system. Contact the Project Manager. Once the points of contact are entered into the database the system can be accessed in the internet at:  
<http://en.sas.usace.army.mil> .....select the "Request for Information" link .

(l) New para. 3.28: Needs List. Throughout the life of the contract the A-E shall furnish the PM a "needs" list at regular intervals via the RFI system. This list will:

a. Itemize, in an orderly fashion, design data required by the A-E to advance the design in a timely manner.

b. The RFI system will automatically include a sequence number, description of action item, name of the individual or agency responsible for satisfying the action item, and remarks.

c. The RFI system can print report showing continuous activity with action dates and new action items added showing due-outs.

(m) Para. 3.24 **Other A-E Services**: A charrette will be performed for this project in accordance with paragraph 15 below, "Scope of Work for Charrette."

6. Quality Control. The Architect-Engineer will identify by name the Project Manager and the professionals for each discipline who will be responsible for and who will check the design. If any of these professionals are changed, the Savannah District will be immediately notified in writing.

7. The RFP number for this project will be provided when the construction advertisement process begins.

8. HQUSACE direction is that design shall be accomplished so that the CWE is 95% of the PA. Therefore, the design shall adhere to a Construction Cost Limitation (CCL) of \$2,423,213. This CCL shall include the design costs of the Design-Build contractor. The programmed amount (PA) for the project is \$2,850,000.

9. The Drawing Number will be provided by the PM prior to contract award.

10. The Architect-Engineer shall insure that this design complies with all NFPA and DOD criteria.

11. All site visits shall be coordinated in advance with: Mr. Jack Bartholet, U.S. Army Corps of Engineers, West GA Area Office (CD-BE), Burr Street, Bldg 6, Rm 412, Meloy Hall, Fort Benning, GA 31905-1009, TELEPHONE: (706)-545-0319, E-Mail: [john.c.bartholet@sas02.usace.army.mil](mailto:john.c.bartholet@sas02.usace.army.mil)

12. The construction cost estimates will be prepared using MCACES.

13. Submittals.

Copies of final charrette report and draft RFP submittal, and corrected final charrette report and final RFP submittals for this contract shall be made directly by the A-E to review agencies indicated as follows.

REVIEW AGENCY	NO.COPIES OF DRAWINGS	NO. COPIES OF SPECS/ DESIGN ANALYSIS/STUDY/ CHARRETTE REPORTS	NO. COPIES OF COST ESTIMATE
U.S. Army Engineer District, Savannah Attn: CESAS-PM-ME (Greg Hixson) 100 West Oglethrope Ave. Savannah, GA 31401	9 half-size 1 full-size (plus DGN & CAL files)	10 (plus electronic files)	6 (plus electronic files)
Directorate of Facilities Engineering and Logistics Attn: ATZB-ELE-R (Mr. Ken Holloway) Burr Street, Meloy Hall, Bldg 6, Rm 316 Fort Benning, GA 31905	15 half-size	15	1
U.S. Army Corps of Engineers West GA Area Office (CD-BE) Burr Street, Bldg 6, Rm 412, Meloy Hall Fort Benning, GA 31905-1009	1 half-size	1	0
Director USAISEC-FDEO Attn: AMSEL-IE-DE-IN-CO (Gaffney) 1435 Porter Street, Suite 200 Fort Detrick, Maryland 21702-5047	1 full-size	1	1
United Spinal Association, 75-20 Astoria Blvd, Jackson Heights, NY 11370-1177	1 half-size	1	0
USAESCH Attn: ED-CS-A (Jay Clark) 4820 University Square Huntsville, AL 35816-1822	1 half-size	1	1

Copies of the corrected final RFP submittal for this contract shall be made directly by the A-E to review agencies indicated as follows.

REVIEW AGENCY	NO.COPIES OF DRAWINGS	NO. COPIES OF SPECS/ DESIGN ANALYSIS/STUDY	NO. COPIES OF COST ESTIMATE
U.S. Army Engineer District, Savannah Attn: CESAS-PM-ME (Greg Hixson) 100 West Oglethrope Ave. Savannah, GA 31401	3 half-size 2 full-size (plus DGN & CAL files)	5 (plus electronic files)	4 (plus electronic files)
U.S. Army Corps of Engineers West GA Area Office (CD-BE) Burr Street, Bldg 6, Rm 412, Meloy Hall Fort Benning, GA 31905-1009	1 full-size	1	0
Director USAISEC-FDEO Attn: AMSEL-IE-DE-IN-CO (Gaffney) 1435 Porter Street, Suite 200 Fort Detrick, Maryland 21702-5047	1 full-size	1	1
United Spinal Association, 75-20 Astoria Blvd, Jackson Heights, NY 11370-1177	1 half-size	1	0
USAESCH Attn: ED-CS-A (Jay Clark) 4820 University Square Huntsville, AL 35816-1822	1 half-size	1	1

14. Design for this contract will be in the hard English system.

## 15. Scope of Work for Charrette

**15.1 DESIGN CHARRETTE.** The A-E will initiate development of the design by executing a charrette.

### 15.1.1 Charrette Goals. A charrette has the following goals:

- Identify all technical and functional requirements for the project
- Assure compliance with installation/base master plan
- Revise or validate the cost estimate

15.1.2 Charrette Methodology. The basis for the charrette will be the project DD Form 1391 (previously provided); TI 802-01, "Technical Instructions for Code 3 Design with Parametric Estimates" dated 15 April 1998; and the specific instructions below. Three sample charrette reports have been provided to the A-E as a reference to define the expectations of the completed report.

15.1.2.1 Omitted.

15.1.2.2 Review of Standard Designs and published facility criteria. It is critical that prior to the actual charrette session that the A-E review guidelines that are applicable for the facility under design. These guides include:

- Standard Designs for the facility type
- Installation Design Guide
- AEI Architectural and Engineering Design Criteria
- NEC National Electrical Code
- NEMA National Electrical Manufacturer's Association
- NESC National Electrical Safety Code
- NFPA National Fire Protection Association Codes and Standards
- SBCC Standard Plumbing Code
- TI Technical Instructions
- UBC Uniform Building Code
- UFAS Uniform Federal Accessibility Standards
- UL Underwriter's Laboratories
- UMC Uniform Mechanical Code

15.1.2.3 On-site Charrette Activities. Prior to the on-site charrette, the A-E should develop preliminary space programming analysis, preliminary adjacency requirements, initial floor plan and site plan recommendations. These serve as a point of departure and facilitate discussions during the on-site interviews. The A-E shall develop a proposed draft agenda for the on-site charrette activities. Activities by the A-E during the on-site charrette include:

- Introduction of all project team members, roles and responsibilities
- Description of project, goals and objectives
- Review of project scope
- Review of background information and materials, including program, site, budget and schedules
- Discussion of opportunities and constraints
- Review of data summarized from User Questionnaires (if used)
- Presentation of first cut at adjacency requirements, floor plans, and site plans
- On-site interviews with the major users, the Directorate of Facilities Engineering and Logistics (DFEL), and other installation activities (Security Police, Fire Department, Base Communications, Base Environmental Health, etc.) as required to obtain information pertinent to the design. This may include obtaining information on the project and on existing site conditions, to include utility mapping and data regarding the existing utility support systems.
- Physical inspection of the proposed facility site
- Development of preliminary concepts and/or analyses
- Review of additional data to be collected
- Development of action plan and task schedule, with assignments
- Sustainable design will be an agenda item to discuss those SDD items which are acceptable to Fort Benning, and to perform a complete run-through of the SPIRIT summary points rating sheet to confirm that this project will attain the Bronze rating.

15.1.2.4 Review and reconciliation of program. Review and evaluate any differences between the current program (as defined in the DD 1391) and what has been identified as the facility requirements to perform the user's mission.

15.1.2.5 Design Solution. At the conclusion of the charrette interviews, designers produce analyses and sketches depicting the proposed design solution.

15.1.2.6 Develop Consensus. After development of preliminary design solutions, the A-E will present them to the Installation Team. Agreement must be reached by all parties on the following:

- Site plan
- Utility system layout
- Architectural floor plan
- Facility elevations
- Description of major engineering systems
- Significant or unique design features
- Environmental issues
- Operability and maintainability considerations

Sketches and analyses will be revised to reflect the consensus reached.

15.1.2.7 Outbriefing. The A-E will conduct an outbriefing to present the results of the consensus session and solicit any last minute changes before proceeding with any further design. This briefing will require presentation to executive level staff at the Installation and will require preparation of visual aids by the A-E to portray site plans, floor plans, the most significant elevation, and other significant project features.

15.1.2.8 Final Charrette Report and Corrected Final Charrette Report. The Savannah District Design Manual for Military Construction (SAS DM) provides detailed guidance for preparation of all work under this contract. Unless otherwise indicated, all drawings will be developed using MicroStation CADD technology, narrative prepared in Microsoft WORD, and MCACES software for cost estimates.

- Prepare CADD drawings of a site plan and area plan using the base master plan, extract from the COE GIS system or existing survey data if available. Site plan should include all project features to include renovated building footprint, landscaping, exterior utilities, roads and parking areas. Identify probable utility connection points on the site plan.
- Prepare CADD drawings of floor plan of building(s) showing functional relationship diagram and functional space arrangements.
- Review existing geo-technical data (where available) to determine possible impact on cost.
- Prepare sketches of exterior building elevations.
- Prepare a spreadsheet showing building name, room description, room occupancy, room size, room area, specialized equipment by location, unique requirements for each room, such as sound attenuation level needed, security requirements, shielding, power, or lighting (utilities or structure) and total building area calculated per the AEI.



- The charrette design narrative shall clearly document each of the key points discussed during the charrette interviews, **clearly attributing the direction given by the person interviewed.**
- Provide a summary of environmental issues identifying required waivers and permits.
- Prepare pre-design level descriptive narrative for mechanical, electrical, structural, and information systems.
- Identify unusual requirements (i.e., special foundations, physical security, anti-terrorism force protection, sustainable design issues, special considerations, etc.) that will significantly influence the cost.
- Prepare a report on the basis of design including estimate assumptions and economic analysis considerations.
- Parametric cost estimate
- Prepare a list of outstanding issues or questions that were left unresolved, the individual responsible for the response, and due date of the response.

15.1.3 Location. The on-site charrette, to include interviews with users, development of consensus, and outbriefing will take place at Fort Benning, Georgia.

15.1.4 Duration of Charrette. 3 full on-site working days.

15.1.5 A-E Participants. The A-E shall be represented at the on-site charrette by the following: (1) Project Manager, (2) Architect, (3) Electrical Engineer, (4) Civil / Site Development Engineer (5) Cost Engineer.

15.1.6 Schedule.

Schedule will be as shown in paragraph 2 of these Specific Instructions.

15.1.7 Distribution. The A-E shall accomplish all reproduction and distribution for each submission. Two submissions are required, the Final Charrette Report, and the Corrected Final Charrette Report.

Submittal Distribution Matrix in paragraph 15.1.10 below provides addresses and numbers of copies. Deliverables for each submission shall include the design report individually bound with accompanying sketches or full size drawings inserted into pockets on the inside, rear cover of each document and a complete set of electronic files. Drawings shall be in Microstation .DGN files. All narrative and text documents and cost estimates shall be provided in their electronic format.

15.1.8 Minutes and Reviews. The A-E will be responsible for taking notes and preparing the reports for all conferences after award of this contract. Conference/visit notes will be prepared in typed form, sent to the Savannah District Project manager for an initial review and comments, additions, or corrections. The final minutes will be returned to the Savannah District Project Manager for distribution to the conference attendees (within five days after date of conference). This report shall include the following items as a minimum:

15.1.8.1 The date and place the conference was held with a list of attendees. The roster of attendees shall include name, organization, and telephone number.

15.1.8.2 Written review comments presented by attendees shall be attached to each report with the conference action noted. Conference action shall be "A" for an approved comment, "D" for a disapproved comment, "W" for a comment that has been withdrawn, "N" for noted, "I" - For Information Only, and "E" for a comment that has an exception noted.

15.1.8.3 Comments made during the conference, or decisions affecting criteria changes, must be coordinated with this office and recorded in the basic conference notes. Any augmentation of written comments should be documented by the conference notes.

#### 15.1.9 References:

15.1.9.1 TI 802-01 Technical Instructions for Code 3 Design with Parametric Estimates dated 15 April 1998. Previously provided.

15.1.9.2 DD Form 1391 dated 28 Apr 03. Previously provided.

15.1.9.3 SAMPLE FINAL CHARRETTE REPORT – Troop and Family care Clinic, Fort Stewart, GA dated 05 Mar 2001 by Rogers, Lovelock & Fritz. Previously provided.

15.1.9.4 SAMPLE FINAL CHARRETTE REPORT – SOF 96<sup>th</sup> Civil Affairs Company Operations, Fort Bragg, NC dated February 26, 2001 by Knight Architects Previously provided.

15.1.9.5 SAMPLE FINAL CHARRETTE REPORT – Parametric Design for SOF - Rowe Training Facility (RTF) Upgrade, camp Mackall, NC dated July 24, 2000 by Knight Architects. Previously provided.

#### 15.1.10 Submittal Distribution

Reproduction and distribution of the all Charrette Reports shall be accomplished by the A-E. Submittals shall be made directly by the A-E to review agencies indicated in paragraph 13 above.

End of Specific Instructions

SPECIFIC INSTRUCTIONS  
FOR

FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

SECTION 1 - SITE DEVELOPMENT & ENVIRONMENTAL ENGINEERING  
DATE: 12 September 2003

- 1.1 GENERAL. Prepare a request for proposal (RFP) for the subject project. The RFP shall be developed in accordance with Technical Instruction, Technical Requirements for Design Build. The instructions given herein supplement and modify the requirements given in Chapter A-1 of the Savannah District Design Manual for Military Construction.
- 1.2 APPLICABLE PUBLICATIONS. Add the following to the list of applicable publications:  
Latest version of the Manual for Erosion and Sediment Control in Georgia  
UFC 4-010-01, 31 July 2002; DoD Minimum Antiterrorism Standards For Buildings
- 1.3 SITE RFP DRAWINGS DESIGN SUBMITTAL REQUIREMENTS.
- a. The A/E RFP site design drawings shall meet all the requirements for the Concept/Early Preliminary (35%) design submittal requirements.
  - b. The A/E RFP site design drawings shall be functional based on the DD1391 requirements.
  - c. The drawings shall take into account function and use of adjacent buildings and site features and blend with these.
  - d. The drawings shall take into account the force protection requirements.
  - e. The drawings shall identify the tie-in point for all storm water, water and sewer connections.
- 1.4 SITE RFP SPECIFICATION REQUIREMENTS.
- a. The A/E site specifications shall incorporate all the specific site, environmental and landscape requirements in the Savannah District Manual.
  - b. The A/E site specifications shall incorporate the information in the installation design guide.
  - c. The A/E shall incorporate all phasing requirements if required.
  - d. The A/E shall incorporate all Force Protection requirements.
  - e. The A/E shall incorporate a list of all required site and environmental permits and certifications to be obtained by the contractor.

SPECIFIC INSTRUCTIONS  
FOR

FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

SECTION 2 - STRUCTURAL

DATE: 18 September 2003

2.1 GENERAL. The instructions given herein supplement and modify the requirements given in Chapter A-2 of the Savannah District Design Manual for Military Construction. Except where modified, all pertinent instructions found in Chapter A-2 of the Design Manual shall be complied with for this project. These instructions are written and numbered so as to "parallel" the text of Chapter A-2.

2.2 APPLICABLE PUBLICATIONS. Modify the list of applicable publications as follows:

- a. Add the following to the list of applicable publications:  
ER 1110-345-53 Structural Steel Connections

2.3 PRECONCEPT SUBMITTAL REQUIREMENTS. N/A.

2.4 CONCEPT/EARLY PRELIMINARY (35%) DESIGN SUBMITTAL REQUIREMENTS. No changes.

2.5 SIXTY PERCENT (60%) SUBMITTAL REQUIREMENTS. No changes.

2.6 PRELIMINARY (60%) DESIGN SUBMITTAL REQUIREMENTS. N/A.

2.7 FINAL (100%) DESIGN SUBMITTAL REQUIREMENTS. No changes.

2.8 CORRECTED FINAL DESIGN SUBMITTAL REQUIREMENTS. No changes.

2.9 ADDITIONS OR MODIFICATIONS TO EXISTING STRUCTURES. N/A.

2.10 SITE ADAPTS OF GOVERNMENT DESIGNS. N/A.

2.11 GENERAL DESIGN REQUIREMENTS. No changes.

2.12 TECHNICAL REQUIREMENTS. The following items are clarifications, modifications or additions to the design requirements contained in Chapter A-2 of the referenced design manual.

- a. Where the user requires or where the economic analysis of the structural system for a building indicates a pre-engineered metal building is to be provided, it shall be designed by the contractor in accordance with MBMA Metal Building Systems Manual. Paragraphs 2.12.2.1, 2.12.12.4 and 2.12.13.2 e. contain special design guidance for pre-engineered buildings. The requirement to design for seismic loads shall be included on the design drawings and in Specification CEGS 13120 or 13121.

- b. All structures will be designed as per seismic criteria as defined in IBC, use seismic use group I. Use a wind velocity of 90 mi/h, Exposure C, Category I with  $I = 1.0$  in accordance ASCE-7-98.

EXHIBITS. No changes.

SPECIFIC INSTRUCTIONS  
FOR

FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

SECTION 3 - ARCHITECTURAL

DATE: 17 September 2003

3.1 This project will be executed as a design-build solicitation. The A-E shall develop design criteria and specification criteria for request for proposals (RFP) as needed to meet the project requirements as indicated in form DD1391 and attachments as well as additional data furnished by the project manager. The RFP shall be developed in accordance with the Savannah District Design Manual for Military Construction, Unified Facilities Criteria (UFC 1-200-01) "Design : General Building Criteria Requirements" and Technical Instructions, Technical Requirements for Design-Build, TI 800-03, and provide the major parts of the framework and requirements necessary for offerors to submit proposals.

3.2 The RFP shall include requirements for the incorporation of sustainable design concepts and principles in accordance with ETL 1110-3-491 Sustainable Design for Military Facilities with the intent of achieving the SPIRIT Bronze Level.

3.3 The A-E, in developing the design criteria for the RFP, shall coordinate with the users to define any special features and user needs including aesthetic aspects with regards to life safety, image, budget, function, appearance retention, durability and maintainability.

3.4 The RFP shall be prepared using "partial" criteria as stated in the Savannah District Design Manual, section 3.10 and as defined by TI 800-03, Technical Instructions for Design -Build. The A-E shall develop concept floor plans, elevations, and building sections for the project, including overall dimensions, building heights, material indications, doors, windows, and general construction.

3.5 The RFP shall refer Design-Build Contractors to the Ft Benning Installation Design Guide for descriptions, guidelines and images of the desired architectural style and materials. The Installation Design Guide shall be included as an attachment to the RFP.

SPECIFIC INSTRUCTIONS  
FOR  
FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680  
SECTION 3 – INTERIOR DESIGN

DATE: 15 Oct 03

1. This project will be executed as a design-build solicitation. The A-E shall develop design criteria and specification criteria for request for proposals (RFP) as needed to meet the project requirements as indicated in form DD1391 and attachments as well as additional data furnished by the project manager. The RFP shall be developed in accordance with the Savannah District Design Manual for Military Construction (Interior Design), Savannah District Interior Design Presentation Format, Technical Requirements for Design-Build, TI 800-03 (Ch. 6, ID Requirements), all criteria and requirements as stated under the Architectural Specific Instructions, and provide the major parts of the framework and requirements necessary for offerors to submit proposals.
2. The RFP shall include requirements for the incorporation of sustainable design concepts and principles in accordance with ETL 1110-3-491 Sustainable Design for Military Facilities with the intent of achieving the SPIRIT Bronze Level.
3. The A-E, in developing the Interior Design criteria for the RFP, shall coordinate with the users to define any special features and user needs including, aesthetic aspects as it pertains to installation color standards, furniture requirements (type of furniture, job function, special need furniture; and any equipment moved to the new facility, possible storage requirements, and re-installation), image, budget, and durability and maintainability of both SID and CID finishes.
4. The RFP shall be prepared using criteria as stated in the Savannah District Design Manual, Section 3.10 (except for the modification of 3.10.3 and 3.10.2.2 as listed below) and as defined by TI 800-03, Technical Instructions for Design-Build, Chapter 6 (with the exception of the modification of 6-1 b and 6-2 b as stated below). The A-E shall develop concept furniture floor plans to include freestanding furniture, prewired workstations reflecting user needs and number of workstations, and equipment locations.
  - 4.1 Modify the technical requirements as follows.
    - 4.1.1 6-1 b and 3.10.3 – Procurement Procedures: (supercedes all previous written procurement instructions) All furniture/furnishings shall be selected under the guidance of the National Defense Authorization Act – FY 2002, S1438, Title VIII, Subtitle B, Sec 811, Para 2410 which states UNICOR is no longer a mandatory source for furniture and a waiver is not required from UNICOR on items before selecting from GSA Schedules. However, UNICOR shall be considered as a vendor to determine if UNICOR offers the “Best Value”, then GSA Schedules shall be used for selection of furniture/furnishings. Two GSA vendors shall be considered but only one selected for the prepared Order Form. A Best Value Determination Guideline Sheet shall be filled out for each vendor whose furniture has been

specified and the sheet provided in the CID binder. For furniture binders and information refer to the web site for GSA and UNICOR. The GSA website is: [www.gsa.gov](http://www.gsa.gov). The UNICOR web site is: [www.unicor.gov](http://www.unicor.gov).

- 4.1.2 6-2 b and 3.10.2.2 – the prewired workstations are ~~not part of the construction documents~~, but are shown in the I-Plates, for coordination of the electrical and communication requirements, review, and installation. A disclaimer shall be noted on the drawings stating that the drawings are not part of the ~~construction documents~~. The A-E shall determine the customer requirements and determine the number of typical workstations required.
5. The RFP shall refer Design-Build Contractors to the Ft. Benning Installation Design Guide descriptions, guidelines, color and finish materials.
6. RFP submittal requirements.
  - a. ~~Draft~~ – Previously developed 10% building design and edited draft copy of Statement of Work and Attachments to the Statement of Work in their entirety.
  - b. ~~Final~~ – Complete RFP.
  - c. ~~Corrected Final~~ – Completed RFP including revisions addressing all review comments.



**SPECIFIC INSTRUCTIONS  
FOR REQUEST FOR PROPOSAL (RFP)**

**FIRE STATION**  
Fort Benning, Georgia  
FY-2004, LI 46680

**SECTION 4 – FIRE PROTECTION**

DATE: 29 SEPT 03

**1. GENERAL:** The instructions provided herein shall be incorporated into the RFP prepared by the AE. The RFP shall reference the Savannah District Design Manual for Military Construction (DMMC), Chapters A-4 and A-6 as required design criteria to be used in the development of all fire protection/life safety features for this project. The instructions provided herein shall supplement and modify the requirements provided in Chapters A-4 and A-6 of the DMMC.

1.1 Basic Instructions: This project will be executed as a design-build. The AE shall develop design criteria and specifications for request for proposals (RFP) as needed to meet the project requirements indicated in form DD 1391 and all other design criteria and guidance provided by the Project Manager. The RFP shall be developed in accordance with Technical Instructions, Technical Requirements for Design Build, TI 800-03.

1.2 The RFP shall require the incorporation of sustainable design concepts and principles in accordance with ETL 1110-3-491 Sustainable Design For Military Facilities. The sustainable design level will be coordinated with the Savannah District project manager.

**2. APPLICABLE PUBLICATIONS**

The following items shall be in addition to those items already listed within Design Manual:

TI 800-01, Design Criteria  
TI 800-03, Technical Requirements for Design-Build.  
TI 809-04, Seismic Design for Buildings  
UFC 3-600-01, Fire Protection Engineering for Facilities  
International Building Code (IBC), 2000

**3. SUBMITTAL REQUIREMENTS FOR RFP PREPARER**

3.1. The AE shall develop design criteria, instructions, and indicate required specifications for the RFP. The format of the RFP shall follow the RFP guide documents provided by the project manager.

3.2. The AE shall perform a fire flow test for the project site and include this information in the RFP.

3.3. Fire Protection/Life Safety design analysis and plans shall be developed by the AE (RFP Preparer) and shall be included in the RFP. These analysis and plans shall address all information indicated in the DMMC, Chapter A-6.

3.4. Credentials of Fire Protection Engineer (AE RFP Preparer). The design of the fire protection features shall be by a qualified fire protection engineer meeting one of the following conditions: a.) An engineer with a Bachelor of Science or Masters of Science Degree in fire protection engineering from an accredited university engineering program, plus a minimum of 5 years' work experience in fire protection engineering. b.) A registered professional engineer who has passed the National Council of Examiners for Engineering and Surveys (NCEE) fire protection engineering written examination. c.) A registered P.E. in a related engineering discipline with a minimum of 5 years' experience dedicated to fire protection engineering.

#### **4. SUBMITTAL REQUIREMENTS FOR PROPOSALS**

4.1. A narrative will be provided addressing the following items for each building type in this project:

a. Provide written certification by the fire protection engineer that the building designs shall comply with the life safety and fire protection provisions of the applicable criteria indicated in Section 01020.

b. Automatic fire extinguishing systems and hose standpipe systems: Identification of all areas provided with sprinkler protection and the type of sprinkler system provided, sprinkler hazard classification for these areas, areas protected by other automatic suppression systems and the type of system provided, buildings provided with hose standpipe systems and the type of standpipe system provided, and indication if a fire pump is required and where the pump will be located.

c. Fire alarm and detection systems: Type of alarm and detection system, location of the fire alarm and detector equipment, and catalog data sheets of major components.

4.2. Specifications: Provide a list of all UFGS guide specifications to be used.

4.3. Credentials of Fire Protection Engineer (Proposer). Provide the credentials of the fire protection engineer in the proposal submittal. The design of the fire protection features shall be by a qualified fire protection engineer meeting one of the following conditions: a.) An engineer with a Bachelor of Science or Masters of Science Degree in fire protection engineering from an accredited university engineering program, plus a minimum of 5 years' work experience in fire protection engineering. b.) A registered professional engineer who has passed the National Council of Examiners for Engineering and Surveys (NCEE) fire protection engineering written examination. c.) A registered P.E. in a related engineering discipline with a minimum of 5 years' experience dedicated to fire protection engineering.

#### **5. PRELIMINARY (60%) DESIGN SUBMITTAL REQUIREMENTS FOR SUCCESSFUL PROPOSER**

5.1. Design Analysis: As a minimum, RFP shall require that submittal requirements be in accordance with the DMMC, Chapters A-4, 5, and 6 for preliminary (60%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Design analysis shall include analysis for fire protection/life safety, fire suppression systems and alarm and detection systems.

5.2. Drawings: As a minimum, RFP shall require that submittal requirements be in accordance with the DMMC, Chapters A-4, 5, and 6 for preliminary (60%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Drawings shall include fire protection/life safety plans, fire suppression system plans and alarm and detection system plans.

5.3. Specifications: As a minimum, RFP shall require that submittal requirements be in accordance with the DMMC, Chapters A-4, 5, and 6 for preliminary (60%) design submittals. Specifications submitted shall be "marked-up" versions such that reviewer can visually see the revisions. The proposer's optional items shall be limited to bracketed items only.

#### **6. FINAL (100%) DESIGN SUBMITTAL REQUIREMENTS FOR SUCCESSFUL PROPOSER**

6.1. Design Analysis: As a minimum, RFP shall require that submittal requirements be in accordance with the DMMC, Chapters A-4, 5, and 6 for final (100%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Design analysis shall include analysis for fire protection/life safety, fire suppression systems and alarm and detection systems.

6.2. Drawings: As a minimum, RFP shall require that submittal requirements be in accordance with the DMMC, Chapters A-4, 5, and 6 for final (100%) design submittals. Project fire protection design shall be complete and detailed as required for critical projects per the DMMC, Chapters A-4 and A-6. Drawings shall include fire protection/life safety plans, fire suppression system plans and alarm and detection system plans.

6.3. Specifications: As a minimum, RFP shall require that submittal requirements be in accordance with the DMMC, Chapters A-4, 5, and 6 for final (100%) design submittals.

## 7. TECHNICAL REQUIREMENTS

(Note: Use this section as a template for the RFP. Edit this information for the project, adding or deleting material as is appropriate. Renumber the paragraph numbers as required. Address all topics included below.)

7.1. Qualifications of Fire Protection Engineer: The design of the fire protection features shall be by a qualified fire protection engineer meeting one of the following conditions: a.) An engineer with a Bachelor of Science or Masters of Science Degree in fire protection engineering from an accredited university engineering program, plus a minimum of 5 years' work experience in fire protection engineering. b.) A registered professional engineer who has passed the National Council of Examiners for Engineering and Surveys (NCEE) fire protection engineering written examination. c.) A registered P.E. in a related engineering discipline with a minimum of 5 years' experience dedicated to fire protection engineering. The name and credentials (education, registration, experience) of the fire protection engineer shall be submitted with the initial contract documents and approved by the District fire protection engineer prior to proceeding with fire protection design.

7.2. Sprinkler System: The facility shall be fully protected with automatic wet pipe sprinkler systems. All floors and all areas of the facilities shall be protected. The sprinkler system design shall be in accordance with MIL-HDBK-1008C, NFPA 13, and the appropriate UFGS Specification Sections. The sprinkler hazard classifications shall be in accordance with MIL-HDBK-1008C, NFPA 13, and any other applicable criteria. Design densities, design areas and exterior hose streams shall be in accordance with MIL-HDBK-1008C. The sprinkler systems shall be designed and all piping sized with computer generated hydraulic calculations. The exterior hose stream demand shall be included in the hydraulic calculations. A complete sprinkler system design, including sprinklers, branch lines, floor mains and risers, shall be shown on the drawings. The sprinkler system plans shall include node and pipe identification used in the hydraulic calculations. All sprinkler system drains, including main drains, test drains, and auxiliary drains, shall be routed to a 2' x 2' splash block at exterior grade. Sprinkler system design analysis and drawings shall be submitted by the successful proposer in the 60% and 100% design submittals.

7.3. Sprinkler Service Main and Riser: The sprinkler service main shall be a dedicated line. Sprinkler service and domestic service shall not be combined. The sprinkler service main shall be provided with an exterior post indicator valve with tamper switch reporting to the fire alarm control panel (FACP). The service main shall extend from the water distribution system to the building and shall be dedicated for fire protection. The sprinkler service main shall not be used for domestic water service. The sprinkler entry riser shall include a double check backflow preventer, a fire department connection, and a wall hydrant for testing of backflow preventer. The sprinkler system shall include an indicating control valve, an alarm check valve, a water motor alarm and a flow switch reporting to the FACP. All control valves shall be OS&Y type and shall be provided with tamper switches connected to the FACP. Facilities with multiple floors shall be provided with floor control valves for each floor. The floor control valve assembly shall be in accordance with NFPA 13, Figure A-5-15.4.2(b).

7.4. Exterior Hose Stream: Exterior hose stream demand shall be in accordance with MIL-HDBK-1008C. This shall be 250 gpm for light hazard and 500 gpm for ordinary hazard. Exterior hose stream demand shall be included in the sprinkler system hydraulic calculations.

7.5. Backflow Preventer: A double check backflow preventer shall be provided on the fire water main serving each building. This shall be located within the building. An exterior wall hydrant with dual hose connections with OS&Y valve shall be provided to allow testing of backflow preventer at design flow as required by NFPA 13.

7.6. Fire Department Connection: A fire department connection shall be provided for each building with sprinkler protection. These shall be located to be directly accessible to the fire department on the main street side of the building.

7.7. Range Hoods: Ranges, range hoods, exhaust systems, hood fire suppression systems, and alarm and detection features shall be in accordance with NFPA 96.

7.8. Elevators: The fire protection features of elevators, hoist ways, machine rooms and lobbies shall be in accordance with MIL-HDBK-1008C, ASME A17.1, NFPA 13, NFPA 72, and UFGS Section 14240 (including the notes to the specification writer).

7.9. Hose Standpipe System: Hose standpipe systems shall be provided as required by MIL-HDBK-1008C. These systems shall be designed in accordance with NFPA 14 for Class I standpipe systems. Standpipe system design analysis and drawings shall be submitted by the successful proposer in the 60% and 100% design submittals.

7.10. System Components and Hardware: Materials for the sprinkler system, fire pump system, and hose standpipe system shall be in accordance with the appropriate UFGS Specification Sections 13930 and 13935 and with NFPA 13. Sprinkler system piping shall be black steel and shall be minimum Schedule 40 for sizes 50mm and less and minimum Schedule 10 for sizes greater than 50mm.

7.11. Protection of Piping Against Earthquake Damage: Sprinkler and fire pump piping systems shall be protected against damage from earthquakes. Seismic protection shall include flexible and rigid couplings, sway bracing, seismic separation assemblies where piping crosses building seismic separation joints, and other features as required by NFPA 13 for protection of piping against damage from earthquakes.

7.12. Fire Water Supply: Refer to Civil Design for design requirements.

7.12.1 Fire Pump: If required a complete fire pump installation shall be provided. Fire pump installation shall be in accordance with MIL-HDBK-1008C, NFPA 13, NFPA 20, and UFGS 13920.

7.13. Fire Detection and Alarm: Refer to Electrical Design for design requirements.

7.14. Fire Extinguishers: Refer to Architectural Design for design requirements.

7.15. Fire Hydrants: Refer to Civil Design for design requirements.

7.16. Specifications: The contractor shall edit the appropriate Unified Guide Specifications (UFGS) for this project. Options and choices shall be limited to those within the sections. These shall be submitted for review with the preliminary and final design submittals. Marked up versions of specifications shall be provided in the preliminary design submittal to allow reviewer to identify the changes made. These specifications shall be followed for the design and installation of the sprinkler systems. The Contractor shall submit material data, hydraulic calculations, and shop drawings as required by UFGS Sections to the Contracting Officer for review and approval.

7.17. Catalog Cuts: Manufacturers Catalog Cuts for major pieces of equipment shall be provided with submittal, and shall represent actual equipment proposed to be installed. RFP shall indicate that deviations and installation of equipment from that indicated in the proposal will not be allowed or accepted unless approved by the Contracting Officer.

7.18. Site Investigation: The contractor shall perform site investigations as necessary to gather any additional information necessary for completing fire protection system design for the project.

SPECIFIC INSTRUCTIONS  
FOR  
FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

SECTION 4 - MECHANICAL

DATE: 26 September 2003

4.1 GENERAL. The instructions given herein shall be incorporated into the AE's RFP. The RFP shall reference the Savannah District Design Manual for Military Construction, Chapter A-4 as required design criteria to be used in the development of all mechanical systems for this project. The instructions given herein shall supplement and modify the requirements given in Chapter A-4 of the Savannah District Design Manual for Military Construction. The following items shall be in addition to all other criteria, design guidance, etc., provided by the Project Manager.

4.1.1 Basic Instructions: This project will be executed as a design-build. The AE shall develop design criteria and specifications for request for proposals (RFP) as needed to meet the project requirements indicated in form DD 1391, and all other criteria, design guidance, etc., as provided by the Project Manager. The RFP shall be developed in accordance with Technical Instructions, Technical Requirements for Design Build, TI 800-03.

4.1.2 The RFP shall require the incorporation of sustainable design concepts and principles in accordance with ETL 1110-3-491 Sustainable Design For Military Facilities with the intent of achieving the SpIRit Bronze Level.

4.2 APPLICABLE PUBLICATIONS. The following items shall be in addition to those items already listed within the Design Manual:

TI 800-01, Design Criteria  
TI 800-03, Technical Requirements for Design-Build  
TI 809-04, Seismic Design for Buildings  
TI 810-10, Mechanical Design Heating, Ventilating, and Air-Conditioning  
Army Installation Design Guidelines, Ft. Benning, GA  
International Plumbing Code

4.3 A-E SUBMITTAL REQUIREMENTS.

The AE shall develop design criteria, drawings, and specifications for the request for proposals (RFP).

The AE shall also provide a single line layout of the HVAC equipment layout – chillers or refrigeration compressors, boilers, pumps, condensers or cooling tower, air handling units, fans, air distribution duct layout (may be single line), hoods, and other items of major equipment required for the facility.

The AE shall provide block loads for heating and cooling. ASHRAE-based computer-generated load calculations shall be used.

AE shall provide a narrative describing the type of systems considered and full description including justification for selection, description of air distribution, zoning and control description.

#### 4.4 PROPOSER SUBMITTAL REQUIREMENTS.

Design Analysis: Submittal requirements shall be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4, para. 4.4 CONCEPT DESIGN SUBMITTAL REQUIREMENTS. RFP shall require Design Analysis to include all design calculations developed to support the sizing of mechanical systems selected and required by this RFP. The Design Analysis shall contain all explanatory material giving the design rational for any design decisions that would not be obvious to an engineer reviewing the final drawings and specifications.

Drawings: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

Specifications: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

#### 4.5 SUCCESSFUL PROPOSER PRELIMINARY (60%) DESIGN SUBMITTAL REQUIREMENTS.

Design Analysis: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

Drawings: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

Specifications: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

#### 4.6 SUCCESSFUL PROPOSER FINAL (100%) DESIGN SUBMITTAL REQUIREMENTS.

Design Analysis: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

Drawings: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4.

Specifications: As a minimum, RFP shall require that submittal requirements be in accordance with the Sav'h District Design Manual for Military Construction, Chapter A-4. Recommend that AE require specifications submitted to be "marked-up" versions such that reviewer can visually see the revisions.

#### 4.7 TECHNICAL REQUIREMENTS.

HVAC: RFP shall indicate that consideration shall not be given to the use of a centralized heating and cooling plant for this project. Heating and cooling shall be accomplished by the use of self-contained systems. Multiplicity of self-contained refrigeration systems (i.e split-system heat pumps, thru-the-wall heat pumps, package terminal units, etc.) shall not be provided on this project, unless supported by LCCA (Life Cycle Cost Analysis). Fiberglass duct systems and internally insulated duct systems shall not be allowed on this project. Air handling units shall be factory packaged, and constructed of pre-insulated double wall panels. Adequate access doors and access sections shall be provided with air handling unit to facilitate maintenance and inspection of all internal components. Fan Coil Unit configurations that directly utilize untreated/untempered outside air shall not be used on this project. A separate outside air system that pre-treats required outside air shall be used where Fan Coil Units are provided. The AE is required to perform an LCCA (Life Cycle Cost Analysis) for this project. HVAC System alternatives shall be submitted to Savannah District for approval. RFP shall address requirements for Energy Recovery Systems (where feasible). Space zoning and individual room temperature control requirements shall be addressed. Return Air Plenums shall not be used unless approved by Savannah District. Room interior design conditions shall be provided.

Plumbing: The plumbing systems shall be designed and installed in accordance with the International Plumbing Code, latest edition. All building water service mains shall be provided with a reduced-pressure principle backflow prevention protection device. Plastic piping material shall not be used below floor slab on grade, and shall not be used in buildings exceeding two stories.

Mechanical Systems Maintainability and Accessibility: RFP shall indicate that special attention shall be given to the maintainability and accessibility of all HVAC systems. Accessibility features (i.e. access panels, etc.) shall be designed and included in this project as required to allow complete access to all mechanical systems and system components which are concealed, or require adjustment, inspection, maintenance, and replacement. Provide adequate clearance around all pieces of equipment for periodic maintenance, inspection and cleaning. Service of one piece of equipment shall not require disturbance of adjacent equipment.

Commissioning: HVAC System Commissioning shall be indicated as a requirement for this project.

Utility Metering: Metering equipment shall be provided on all main energy and water supplies to the building. Meters shall determine consumption, and not rate-of-consumption.

Specifications: RFP shall require the use of Corps of Engineers Guide Specifications for this project. Marked-up version of specification shall be provided such that the reviewer can visualize the actual changes.

Catalog Cuts: Manufacturers Catalog Cuts for major pieces of equipment shall be provided with submittal, and shall represent actual equipment proposed to be installed. RFP shall indicate that deviations and installation of equipment other than proposed will not be allowed or accepted unless approved by the Contracting Officer.

Site Investigation: RFP shall address requirements to perform site investigation to gather any additional information necessary for completing mechanical systems design for the project.

Ft. Benning Preferences for mechanical HVAC and plumbing items:

Ft. Benning prefers to avoid the use of VAV when possible but in some instances VAV systems may be the most viable option. Coordinate VAV system design with Mr. Gregg Lawrence, the Maintenance Work Supervisor for the Main Post Area. Mr. Lawrence can provide guidance on what has been problematic with previous VAV system designs.

Plumbing:

- a. Domestic water piping shall be Type "L" copper inside buildings.
- b. Water pipe from main to gate valve inside building can be schedule 40 PVC or SDR 26.
- c. Water piping under slabs or structures (roadways, walls, etc.) must be encased in cast iron pipe sleeves.
- d. Drain piping where hot water exceeds 120°F must be cast iron piping in barracks and commercial buildings. Kitchen and mess halls must have heavy duty cast iron pipe (acid resistant/dura iron) for both drains and kitchen equipment.
- e. Drain piping in family housing can be schedule 40 DWV PVC pipe.
- f. All hot water tanks must have thermostatic relief valve and mixing valves as per new clean water act revision. Hot water tanks must be set at 140°F to prevent Legionnaires' disease from growing. Water from tank must be mixed with cold water to lower the temperature down to 110°F in family housing and 120 and 140°F in Barracks and commercial buildings.
- g. Hub Sewer pipe is acceptable outside buildings.
- h. No oakum joint pipes are allowed due to clean water act.
- i. Grooved pipe acceptable for wash racks and around commercial grade hot water heaters.
- j. Thermostatic mixing faucets required at all plumbing fixtures that have hot water, in case thermostatic mixing valve at the hot water tanks/heaters fail and allow the 140°F water into plumbing system.
- k. All new buildings and renovations must have back flow prevention devices installed on the service line

to the building, all wash and lawn hydrants, all service sinks, at HVAC equipment inside the building, and all irrigation systems.

- l. Soft PVC liners are generally specified for shower pans when ceramic tile flooring is specified. Solid polymer shower bases and stalls in barracks, commercial buildings and family housing have been installed for showers. Bathtub swain walls are also specified to receive solid polymer wall panels and trim kits.
- m. Non-historical housing – steel tubs with mortar pack under to prevent flexing.
- n. Historical housing – cast iron tubs.
- o. Floor-mounted water closets are required.
- p. Provide Solid Polymer counter tops with integral bowls and back splashes when space allows; otherwise, wall-mounted china.

#### HVAC:

- a. Boiler-type, copper-finned hot water boilers or water tube boilers are preferred. If heating load allows copper finned boilers that would be the choice of Ft. Benning. Steam boilers are required at mess halls and motor pools for cookers, kettles, and cleaning equipment.
- b. 25% of welds shall be tested in initial testing.
- c. Gas and water meters are required to be direct read register type.
- d. Strongly recommend not providing duct liners. Ft. Benning has experience tremendous problems with mildew and mold as well as bats getting into return air duct.
- e. HVAC duct systems with air handlers, VAV systems are not recommended because of small maintenance staff at Ft. Benning. Use zone dampers for control of remote areas and rooms.
- f. Specify direct digital control systems for HVAC (Coleman Series 8000).
- g. Do not use thermostatic controlled diffusers based on their difficulty to maintain and the fact they can be easily damaged by personnel.
- h. Black steel and especially copper piping are acceptable inside of buildings. Copper is preferred. Around boilers, however, preference is with standard weight black steel with welded, grooved pipe and fittings, or threaded joints. Outside buildings, schedule 80 PVC pipe is acceptable for chilled water lines unless prefabricated piping is specified; in this case, carrier pipe can be schedule 40 PVC, copper, or black steel, depending on location, vibration and operating pressures. Hot water and steam piping shall be standard weight black steel pipe for 3 inch diameter or larger, copper for smaller than 3 inch diameter.



SPECIFIC INSTRUCTIONS  
FOR THE DESIGN OF

FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

Section 5 - Electrical

Date: 18 Sep 2003

1. The A-E shall develop design criteria and specifications for a Request For Proposal (RFP) as needed to meet the project requirements by coordinating with the Base's Electrical and Communication personnel as well as the Building's Users. The RFP shall be developed in accordance with Technical Instructions TI-800-03: Technical Requirements for a Design-Build. All trip reports and conservation records shall be submitted with the draft and final RFP documents.
2. Electrical work to be performed by Flint Electric and by the Design/Build Contractor shall be clearly defined in the RFP.
3. Transformer protection and locations shall be in accordance with UFC 3-600-01 AND UFC 4-010-01 criteria.
4. The RFP shall require the incorporation of sustainable design concepts and principles in accordance with Chapter A-11 from the Savannah District Design Manual for Military Construction, Vol. II of II.
5. The RFP shall incorporate the requirements of The Installation Information Infrastructure Architecture (I3A) Design and Implementation Guide (Copy can be attained at - <http://arch-odisc4.army.mil/I3A/i3a.htm>.) The Design/Build Contractor shall provide all exterior and interior communications design and installation for this project unless otherwise directed. Obtain guidance at the Pre-Design Conference.
6. The RFP shall instruct the Design/Build Contractor to use the Unified Facilities Guide Specifications. The Design/Build Contractor shall use the applicable requirements of Chapter A-11 from the Savannah District Design Manual for Military Construction, Vol. II of II for editing, deviations, etc. to the guide specifications.
7. The RFP shall instruct the Design/Build Contractor to comply with the Savannah District Design Manual for Military Construction, Vol. 1 and II for the design. The A-E and the Design/Build Contractor shall use the applicable requirements of the Savannah District Design Manual for Military Construction, Vol. II of II for the design.
8. GENERAL. The instructions given herein supplement and modify the requirements given in Chapter A-5 of the Savannah District Design Manual for Military Construction. Except where modified, all pertinent instructions found in Chapter A-5 of the Design Manual shall be complied with for this project. These instructions are written and numbered so as to "parallel" the text of Chapter A-5.

5.2 APPLICABLE PUBLICATIONS. Modify the list of applicable publications as follows:

- a. Add the following to the list of applicable publications:

(1) 5.2.4 *Military Handbook, Manual and Standard*

Add an asterisk (\*) to COE Std 40-06-04 in paragraph 5.2.4 with the following note:

Standard light fixture details for numerous fixtures are available in the USACE Standard Details 40-06-04 dated October 1997. The details are available on the internet at the following Web site:

<http://cadlib.wes.army.mil/>

Once at the Web site, follow the following sequence:

Select "CADD Details" from the top menu

Search "Electrical" from discipline list

Select "USACE Standard Details 40-06-04, Oct 97" from types list

(2) 5.2.11 *Additional Publications:*

- (a) UFC 3-600-01 Design: Fire Protection Engineering for Facilities
- (b) UFC 4-010-01 Design: DoD Minimum Antiterrorism Standards for Buildings
- (c) UFC 4-021-01 Design and O&M: Mass Notification Systems
- (d) (I3A) Installation Information Infrastructure Architecture Design and Implementation Guide
- (e) Ft. Benning Installation Design Guide

b. Delete the following from the list of applicable publications:

(1) 5.2.4 *Military Handbook, Manual and Standard*

- (a) MIL-HDBK 1008C *Fire Protection For Facilities; Engineering, Design, and Construction*

5.3 PRECONCEPT SUBMITTAL REQUIREMENTS. No changes.

5.4 CONCEPT/EARLY PRELIMINARY (35%) DESIGN SUBMITTAL REQUIREMENTS. No changes.

5.5 SIXTY PERCENT (60%) SUBMITTAL REQUIREMENTS. No changes.

5.6 PRELIMINARY (60%) DESIGN SUBMITTAL REQUIREMENTS. No changes.

5.7 FINAL (100%) DESIGN SUBMITTAL REQUIREMENTS. No changes.

5.8 CORRECTED FINAL DESIGN SUBMITTAL REQUIREMENTS. No changes.

5.9 TECHNICAL REQUIREMENTS. The following requirements shall be added:

(1) 5.9.3 d and e - Paragraphs shall be revised to state that the primary distribution and transformers will be provided by Flint Electric. The design of the power system(s) on the secondary side of the transformers shall be included in the scope of work. The AE shall coordinate with the above utility concerning the routing of the primary, and the location and impedance of the transformer.

(2) 5.9.4 g - The Ft. Benning base wide fire alarm reporting system is an Ethernet LAN based system that communicates with the Ft. Benning E-911 monitoring Automation System (MAS). A LAN connection with Ethernet card and a phone line (as backup) needs to be provided. Contact the base Fire Chief's office to confirm and/or clarify these requirements.

(3) 5.9.7 a- The AE shall contact the base Communications Office to obtain the requirements to provide communications service to the site. The design of this extension of the communications distribution system shall be included in the scope of work and shall be identified as a separate item in the estimate.

(4) 5.9.7 b- Paragraph shall be revised to clarify that I3A shall be the technical criteria standard to be used in the communication system design.

(5) 5.9.21 *Mass Notifications Systems:*

All projects FY 2004 and later are required to meet the mass notification system requirements contained in UFC 4-010-0. Generally, a system will be required in each new building. All systems shall meet the requirements of UFC 4-021-01. Each system shall be redundant to the fire alarm system, PA or intercom system or any other communication/notification system. Inputs to the control panel shall include the telephone system, local microphone, and a microphone in the administrative office area (to be located by the user). All wiring shall be supervised. Visual strobes shall be provided in addition to speakers. Exterior speakers shall be provided on each applicable building. System shall deactivate the fire alarm audible notification appliances when activated as required by UFC 4-021-01, Paragraph 4-2.1.6.22.3. Each fire alarm control panel shall be modified as required. The design shall be coordinated with the Base Security and Intelligence.

EXHIBITS. Modify the list of exhibits as follows:

a. Exhibit A-5-4 - This exhibit shall be modified as follows:  
Revise the last sentence of the paragraph entitled "Purpose" to read, "All lighting fixtures must be detailed." Delete the reference to Dwg. No. 40-06-04 on the Lighting Fixture Schedule and omit the corresponding columns in the schedule.

SPECIFIC INSTRUCTIONS  
FOR RFP (Request For Proposal)

FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

SECTION 7 - ENERGY ANALYSES, ECONOMIC ANALYSES,  
CONTROL SYSTEMS, AND EMCS

DATE: 26 September 2003

- 7.1 GENERAL. Prepare a request for proposal (RFP) for the subject project. The RFP shall be developed in accordance with Technical Instructions, Technical Requirements for Design Build, TI 800-03. The proposal shall address the compliance with ASHRAE 90.1, U-values, energy conservation measures and HVAC controls. The proposal shall list the applicable criteria; energy calculation procedures, format and analysis tools; HVAC control drawing requirements and format and specifications.
- 7.2 APPLICABLE PUBLICATIONS. The RFP shall reference the following criteria in addition to all other criteria, design guidance, etc. provided by Project Manager.

Savannah District Design Manual for Military Construction.

NIST Handbook 135

UFGS-15951

TI 800-01

TI 800-03 -

UFC 3-410-02A

ETL 1110-3-491

UFC 3-400-01

LCC Manual - Federal Energy Program

Direct Digital Control Systems for HVAC

Design Criteria

Technical Requirements for Design Build

Design: Heating, Ventilating and Air Conditioning (HVAC) Control Systems

Sustainable Design For Military Facilities

Design: Energy Conservation

7.3 A-E SUBMITTAL REQUIREMENTS.

REQUIREMENTS: The AE shall develop design criteria and specifications for the request for proposals (RFP).

LCCA: The AE shall perform a LCCA to determine the most economical HVAC system. Provide a narrative to describe systems studied. Submit all backup data related to LCCA (fuel costs, cost estimates, replacement costs, etc.). Lump sum cost estimates are not acceptable. Clearly document sources of information and any assumptions made. Electricity is not to be used for heating except for the following:

- a. Where used as supplemental heat in a heat pump
- b. The load is less than 4395 watts and is life cycle cost effective
- c. Electricity is life cycle cost effective and approved by the base major subordinate command

Computerized energy calculations shall be performed using the Trane TRACE700, Carrier Hourly Analysis, BLAST, DOE-2, or EnergyPlus programs. The calculation should be based on the expected hours of operation, energy usage and should include process/misc loads. Provide the complete input (room, systems, system assignment, plants, plant assignment, custom members, custom schedules) and output of the energy analysis program.

The economic analysis shall use constant dollar methods as given in TM 5-802-1 and NIST Handbook 135. Computerized economic analyses shall be made using the Life Cycle Cost In Design (LCCID) program, the Building Life Cycle Cost (BLCC) program or one approved by HQUSACE, CEMP-E to be the equivalent thereof. The LCCID program is available from Building Systems Laboratories at 217-333-3977. The BLCC program is available from the FEMP web site at <http://www.eere.energy.gov/femp/>. Before using any computer program, make sure that it is updated with the most current discount factors published in the periodic supplement to NIST Handbook 135. Contact the installation for current utility rates.

Provide complete input and output of the economic program.

#### 7.4 PROPOSER SUBMITTAL REQUIREMENTS.

- a. U-value calculations for exterior surfaces.
- b. Energy conservation features to be included or analyzed.
- c. Narrative describing method of compliance with ASHRAE 90.1.

#### 7.5 PRELIMINARY (60%) DESIGN SUBMITTAL REQUIREMENTS.

- a. Documentation of method of compliance with ASHRAE 90.1 (narrative/tables, catalog cuts and any supporting calculations).
- b. U-value calculations for exterior surfaces.
- c. Energy conservation narrative.
- d. The complete input (rooms, systems, system assignments, plants, plant assignments, custom materials/construction, custom schedules) and output of the energy analysis computer program if used.
- e. The complete input and output of the economic computer program used if required per UFC 3-400-01.
- f. HVAC controls specification, section 15951, submitted in hard copy form that indicates the changes being added and those to be deleted. This can be done manually or in Microsoft Word. In Word this feature is located under "Tools" "Track Changes" "Highlight Changes".

#### 7.5 FINAL (100%) DESIGN SUBMITTAL REQUIREMENTS

- a. HVAC controls specification, section 15951.
- b. HVAC controls drawings (shown on MC-plates).

#### 7.6 TECHNICAL REQUIREMENTS.

U-Values. Exterior surfaces of thermally controlled spaces shall be in accordance with UFC 3-400-01, Design: Energy Conservation (comply with the minimum requirements of ASHRAE 90.1). Indicate the U-value for exterior surfaces of conditioned buildings shall include typical walls, floor, roof, doors and fenestration.

Energy Conservation. It is the policy of the Federal Government to develop, demonstrate, and promote the use of energy conservation methods in Public buildings. The RFP shall require the design to be in compliance with UFC 3-400-01, Design: Energy Conservation, which in turn requires compliance with ASHRAE 90.1. ASHRAE 90.1 has several methods of complying with the standard. The path selected to show compliance shall be clearly documented. In addition, energy efficiency ratings for equipment shall be in the upper 25 percent of that available as long as these efficiencies are life cycle cost effective. The Department of Energy (DOE) and Federal Energy Management Program recommendations from the Buying Energy Efficient Products Guide and the Environmental Protection Agency Star products program meet these requirements. The DOE recommendations are available at [www.eren.doe.gov/femp/procurement](http://www.eren.doe.gov/femp/procurement). Submittals from the successful bidder shall be in compliance with above and address energy conservation features such as economizer cycles, waterside economizer, variable frequency drives, heat recovery, etc where economically feasible.

Energy calculations. Computerized energy calculations shall be performed using the Trane TRACE700, Carrier Hourly Analysis, BLAST, DOE-2, or EnergyPlus programs. The calculation should be based on the expected hours of operation, energy usage and should include process/misc loads. Provide the complete input (room, systems, system assignment, plants, plant assignment, custom members, custom schedules) and output of the energy analysis program.

Life Cycle Cost Analysis: The analysis shall use constant dollar methods as given in TM 5-802-1 and NBS Handbook 135. Computerized economic analyses shall be made using the Life Cycle Cost In Design (LCCID) program, the Building Life Cycle Cost (BLCC) program or one approved by HQUSACE, CEMP-E to be the equivalent thereof. The LCCID program is available from Building Systems Laboratories at 217-333-3977. The BLCC program is available from the FEMP web site at <http://www.eere.energy.gov/femp/>. Before using any computer program, make sure that it is updated with the most current discount factors published in the periodic supplement to NIST Handbook 135.

HVAC Controls. The HVAC controls design shall be in accordance with UFC 3-410-02A, HVAC Control Systems. Direct Digital Controls (DDC) shall be used to control HVAC systems and equipment.

HVAC Control Drawings. The controls drawings shall use the Corps of Engineers standard control drawings. The Corps of Engineers standard control drawings are available electronically at the following website under Engineer Publications, TI 810-11, Heating, Ventilating and Air Conditioning (HVAC) Control Systems

Utility Metering: All main energy and water meters shall be monitored by the DDC system.

Sustainable Design: The RFP shall require the incorporation of sustainable design concepts and principles in accordance with ETL 1110-3-491 Sustainable Design For Military Facilities. A prerequisite of the sustainable design criteria is compliance with chapter 11 of TI 800-01(now replaced by UFC 3-400-01). Additional credits are available for optimizing energy performance. If additional credits are pursued, the proposer shall use the Energy Cost Budget Method of ASHRAE 90.1.

SPECIFIC INSTRUCTIONS  
FOR

FIRE STATION  
Fort Benning, Georgia  
FY-2004, LI 46680

SECTION 9 - COST ENGINEERING

DATE: 17 September 2003

9.1 GENERAL. The instructions given herein supplement and modify the requirements given in Chapter A-9 of the Savannah District Design Manual for Military Construction. Except where modified, all pertinent instructions found in Chapter A-9 of the Design Manual shall be complied with for this project. These instructions are written and numbered so as to "parallel" the text of Chapter A-9. Should the AE elect to use an outside cost consultant in lieu of their on personnel, these instructions and Chapter A-9 Cost Estimate shall be provided to the cost consultant prior to obtaining their proposed fees.

Insert the following paragraphs:

9.1.3.1 The Military Work Breakdown Structure is the required WBS format to be followed for the project. Reference Enclosure 1. The units of measure used in the Quantity Take-Off and Estimate shall be the same as the units of measure used in the design for all submittals.

9.2 APPLICABLE PUBLICATIONS. No changes.

9.3 PRECONCEPT and PROJECT ENGINEERING (PE) PHASE (Code 3) Army and 10% Air Force SUBMITTAL REQUIREMENTS. ~~No changes. Deleted.~~

9.4 CONCEPT/EARLY PRELIMINARY (35%), S3 and S4 MEDICAL FACILITIES, and DESIGN BUILD (Code 7) DESIGN SUBMITTAL REQUIREMENTS. ~~No Changes.~~ The cost estimates for this Code 7 submittal shall be a MCACES estimate prepared using the Military Work Breakdown Structure, reference paragraph 9.17.3.1.1 Military Estimate Hierarchy. As a minimum the Primary Facilities shall be estimated down to Systems Level (Level 3) inside the 5 Ft. line outside the building. The Support Facilities outside the 5 Ft. line shall be estimated down to Assembly Level (Level 6) with details at Level 7. The estimate shall be to the same degree of detail as reflected in Enclosure 2, "Sample Code-7" estimate. The estimate shall be created using Savannah District Pricing, Generic Models Assemblies Databases and using the SAS Project Templates. Quantity take-off and estimate shall be provided with each design submittal. All other paragraphs under 9.4 shall remain unchanged.

9.5 SIXTY PERCENT (60%) SUBMITTAL REQUIREMENTS. ~~No changes. Deleted.~~

9.6 PRELIMINARY (60%) and S5 MEDICAL FACILITIES DESIGN SUBMITTAL REQUIREMENTS. ~~No changes. Deleted.~~

9.7 FINAL (100%), S6 and S7 MEDICAL FACILITIES DESIGN SUBMITTAL REQUIREMENTS. No changes.

9.8 CORRECTED FINAL DESIGN SUBMITTAL REQUIREMENTS. No changes

9.9 GENERAL INSTRUCTIONS. No changes.

9.10 TYPED SUMMARY ESTIMATES. No changes.

9.11 QUANTITY TAKE-OFF. No changes.

9.12 WAGE RATES. No changes.

9.13 INDIRECT COSTS (OVERHEAD). No changes.

9.14 PROFIT. No changes.

9.15 BOND. No changes.

9.16 SUBCONTRACT WORK. No changes.

9.17 TECHNICAL INSTRUCTIONS FOR "MCACES" ESTIMATES. No changes.

9.18 REPORT OF COST AND BUILDING/STRUCTURE ANALYSIS. No changes.

9.19 CONTRACT MODIFICATION ESTIMATES. No changes.



SPECIFIC INSTRUCTIONS FOR TOPOGRAPHIC SURVEYS  
FIRE STATION  
FT BENNING, GEORGIA  
10 FEBRUARY 2004

1.0 GENERAL

The Contractor shall provide all surveying services, including furnishing of all personnel, transportation, equipment and materials required in connection with the services described in the Scope that follows. These services shall be performed in accordance with the technical and special provisions contained herein. Services not specifically described herein are nevertheless required if they can be identified as an item commonly a part of professional grade work of a comparable nature.

The project site is located at Ft Benning in Columbus, Georgia. Topographic surveys for this project are required at the area identified on the attached map. The requirements for topographic surveys are outlined in paragraph 2.0 below.

All measurements will be in U.S. Survey Feet.

Horizontal datum shall be state plane coordinate system, zone 1002, GA West. Vertical datum shall be NAVD88. The Contractor will establish horizontal and vertical control on site. Control established by Contractor will be at least third order accuracy. The Contractor will set a minimum of three semi-permanent horizontal control monuments and two temporary benchmarks within the project area for use during construction.

Existing ground spot elevations will be shown to 0.10 of a foot. Shots will be taken at a maximum interval of thirty feet. If a change in grade occurs between the maximum interval the Contractor will insure that additional shots are taken to accurately depict the change in grade. Elevations of all paved areas, top of manholes, and invert elevations will be shown to 0.01 of a foot.

2.0 SCOPE

2.1 Topographic Surveys

- (a) The limits of survey for this site are shown on the attached maps. The Contractor will provide an engineering survey at a scale of 1" = 30' with a 1 foot contour interval. Density of field elevations shall support 1" = 30' mapping and show all breaks in grade. Drawings shall be provided in a Microstation 3D design file. All line weights, line styles, colors, level assignments, and symbology shall conform to Tri-Services CADD Standards. Line weights, symbols, and lettering will be compatible with map scale in order to maintain legibility of drawings when reduced to half size.

(b) Topographic surveys shall include the following information:

1. Finished floor elevations of building(s) on or adjoining project site.
2. Heights, type, and characteristics of structures, including building numbers.
3. Roads, streets, and trails; sidewalks; and paved areas.
  - (a) Typical roadway section(s)
  - (b) Profile of roadway centerline (C/L)
  - (c) Type of construction (gravel, asphalt, etc.)
  - (d) Condition of surface (cracked, potholed, etc.)
  - (e) Street names
  - (f) Culverts: size, type, invert elevations, and condition
  - (g) Bridges: size, type, material, and condition
  - (h) Guardrails: location and type of material
  - (i) Sidewalks, with spot elevations
  - (j) Trails
  - (k) Curbs: type, spot elevations along gutter line and top of curb
4. Railroads:
  - (a) Location and spot elevations along top of rail
  - (b) Location of switches
  - (c) Drainage structures: size, type, invert elevation, and condition
5. Utilities
  - (a) Water:
    1. Alignment of pipeline(s) within the project area
    2. Type and size of pipe
    3. Location and capacity of tanks
    4. Location of fire hydrants
    5. Location of valves
  - (b) Gas:
    1. Alignment of pipeline(s) within the project area
    2. Type and size of pipe
    3. Location of valves
  - (c) Sanitary Sewer Collection:
    1. Alignment of pipeline(s) within the project area
    2. Type and size of pipe

3. Manholes: size, top and invert elevations

(d) Storm Drainage:

1. Alignment of pipeline(s) within the project area
2. Type and size of pipe
3. Manholes: size, top and invert elevations
4. Ditches
5. Inlets: top and invert elevations, and number and size of grates. For curb type inlets with no grate, give length of opening, invert elevation at throat (gutter line), and top elevation of structure directly over the opening.
6. Dimensions of inlet structures(s)
7. Headwalls: type, dimensions, pipe diameter(s) and invert elevation(s) at end(s) of pipe.
8. Where pipe terminates in ditch without a headwall, indicate if end of pipe is in good condition or damaged.
9. Where storm drainage pipe extends beyond extends beyond survey limits, secure length and invert elevation of pipe at next structure upstream or downstream to determine percent slope of pipe.

(e) Fuel Dispensing & Storage

1. Type, source and capacity of tanks, if available
2. Alignment of fuel lines, type, and pipe size

(f) Electrical Power:

1. Alignment of power lines (aerial or underground) within the project area
2. Pole locations and heights
3. Transformers: Number and size
4. Service lines: Number of wires, size and material; voltage and phase
5. Electrical manholes: location; size; elevation of top, bottom of box, and top of cables

(g) Telecommunications:

1. Alignment of lines, (aerial or underground) within the project area
2. Pole locations and heights
3. Number of wires, size and material
4. Communications manholes: location; size; elevation of top, bottom of box, and top of cables

(h) Ground covers:

1. Type of crop, where applicable
2. Grass
3. Brush
4. Trees: Species, diameter, location of all trees 4" in diameter to be retained on the project site.

(i) Fencing:

1. Type and location (alignment), including location(s) and size of gates.
2. Height and type of fabric

2.2 Special Requirement for Utility Information on Topographic Surveys: The Contractor shall coordinate with the installation's DPW concerning all existing utilities within the project area to insure that every effort has been made to obtain correct and complete information regarding utility locations.

SPECIFIC INSTRUCTIONS  
FOR

FIRE STATION  
FY: 04; LI: 046680  
Fort Benning, GA

SECTION 14 -SOILS  
PREPARED BY: Phil Smith DATE: 10 February 2004

14.1 This project will be accomplished using a Design-Build process. The AE shall develop design criteria and specification criteria for Request for Proposals (RFP) as needed to meet the project requirements as indicated in the appropriate Project Requirements Document (RD), as provided by the project manager, and as specified in these instructions.

14.2 The AE shall perform subsurface investigations necessary to evaluate the subsurface conditions of the project site. The subsurface conditions shall be determined by means of soil borings and/or other methods that adequately disclose soil and groundwater conditions. Subsurface investigations shall be performed under the direction of a qualified soils/geotechnical engineer.

14.3 Drilling and Sampling Methods

Drilling and sampling shall comply with ASTM standards, including D420, D1586, D1587, D2488, and D6151. Soil samples shall be taken below existing grade and at each change in soil stratification or soil consistency. The depths of soil borings shall be determined by the soils engineer after consulting with the project engineer on site-specific design requirements.

The Contractor shall be responsible for all applicable clearances and permits and for the protection of all underground utilities from damage during field investigations. Utility clearances and digging permits are required prior to drilling on the installation.

Exploration locations shall be surveyed. Surveyed elevations and coordinates shall be provided on each exploration log. Elevations shall be in accordance with NGVD 29 and horizontal coordinates shall be in accordance with NAD 83 (Georgia State Plane Coordinates); accuracy to be plus or minus 3 feet horizontal and plus or minus 0.5 foot vertical.

14.4 Field and Laboratory Reports

All data required to be recorded according to the ASTM or other standard test methods used shall be obtained, recorded in the field, and referenced to boring numbers. Soils shall be visually classified in the field logs in accordance with ASTM D2488, but the classification for final logs shall be based on the field information, the results of tests, and further inspection of samples in the laboratory by a soils engineer. As a minimum the report shall:

- o Include a chart illustrating the soil classification criteria and the terminology and symbols

used on the boring logs.

- Identify the ASTM or other recognized standard sampling and test methods used.
- Provide log for each boring showing date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, number of blows per foot (N value), and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made.
- Note the location of strata containing organic materials, weak materials or other inconsistencies that might affect engineering conclusions.
- Describe the existing surface conditions.
- Summarize the subsurface conditions present.
- Provide pavement structural design data including California Bearing Ratio tests or modulus of subgrade reaction tests.
- Report all laboratory determinations of soil properties.

Soil Resistivity Testing. The proposer to whom this contract is awarded shall be responsible for all soil resistivity testing required for cathodic protection design of underground utilities and for design of grounding systems

#### 14.5 Foundation Engineering Evaluation and Recommendations

The soils engineer shall analyze the information developed by investigation, including any aspect of the soil conditions that might affect design and construction of proposed structures, and shall consult with the engineer on the design requirements of the project. The soils engineer shall submit a professional evaluation, recommended construction details, and recommendations including the following where applicable:

- Foundation support of the structures and slabs, including soil-bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
- Anticipation of, and management of, groundwater.
- Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavement.
- Results of percolation tests.

The AE shall analyze and interpret all information concerning foundation soil conditions and shall include, in the preparation of specifications and drawings, complete and specific coverage of procedures for foundation construction and for handling any unusual subsurface conditions.

Borrow material (if needed) shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from sources off the installation. Necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon shall be considered related operations to the borrow excavation. Borrow pits shall be neatly trimmed and drained after the excavation is completed. Borrow materials shall be free of any contaminants.

Locations of all explorations shall be shown on the grading and drainage plates of the submittal drawings. Logs of all explorations shall be included on plate(s) of the submittal drawings. Locations of all explorations, logs of all explorations, and results of all laboratory testing shall be included on drawing sheets in the final "As-Built" drawings. If necessary, the logs and test results can be scanned onto the drawing sheets.

Three copies of the geotechnical evaluation report shall be submitted with the 60 percent submittal. If revisions are made to the 60 percent design submittal that require revisions to the geotechnical report, a revised report (three copies) shall be provided with the final design submittal. In addition, the pavement design and/or pavement structural design data shall also be submitted with the 100 percent Site/Utility Design Submittal.

14.6 Certification. The successful proposer shall be fully responsible for acceptable pavements and other geotechnical aspects for the proposed project. The proposer and his professional geotechnical engineering consultant shall certify in writing that the design of the project has been developed consistent with the site specific geotechnical conditions. The certification shall be stamped by the consulting professional geotechnical engineer and shall be submitted with the 100 percent design submittal.

14.7 The Contractor, with recommendations and input from his consulting geotechnical engineer, shall edit and submit the following UFGS Specifications:

02300A	Earthwork
02315A	Excavation, Filling and Backfilling for Buildings
02316A	Excavation, Filling and Backfilling for Utilities

If the UFGS versions of these specifications are not available, Savannah District will provide them.

The AE shall use the Soil Compaction, Construction Quality Control Testing, Soil Treatment, Decay Treatment, and Radon Mitigation paragraphs included in Appendix A verbatim in the appropriate earthwork specifications. Testing frequencies shall be filled in as appropriate for the proposed project.

Compaction control using one- and two-point compaction tests with a family of curves as described in Appendix B shall be included in the specification sections.

14.8 The AE shall use the appropriate standards listed below and include these codes/standards

in an appropriate paragraph in the Geotechnical Evaluation Report :

ENGINEER TECHNICAL LETTER (ETL), MANUAL (EM) AND REGULATIONS (ER)

EM 1110-2-1906 Laboratory Soils Testing

EM 1110-2-1909 Calibration of Laboratory Soils Testing Equipment

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 136 (2001) Sieve Analysis of Fine and Coarse Aggregates

ASTM D 420 (1998) Site Characterization for Engineering, Design, and Construction Purposes

ASTM D 422 (1963; R 1998) Particle-Size Analysis of Soils

ASTM D 1140 (2000) Amount of Material in Soils Finer than the No. 200 (75-Micrometer) Sieve

ASTM D 1556 (2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 1557 (2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>))

ASTM D 1586 (1999) Penetration Test and Split-Barrel Sampling of Soils

ASTM D 1587 (2000) Thin-Walled Tube Sampling of Soils for Geotechnical Purposes

ASTM D 2216 (1998), Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

ASTM D 2487 (2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)

ASTM D 2488 (2000) Description and Identification of Soils (Visual-Manual Procedure)

ASTM D 3441 (1998) Standard Test Method for Mechanical Cone Penetration Tests of Soil

ASTM D 4318 (2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D 5778-95 (2000) Standard Test Method for Performing Electric Friction-Cone and Piezocone Penetration Testing of Soils

ASTM D 6151 (1997) Standard Practice for Using Hollow-Stem Augers for Geotechnical



Exploration and Soil Sampling

ASTM D 6635 (2001) Standard Test Method for Performing the Flat Plate Dilatometer

UNIFIED FACILITIES CRITERIA (UFC)

UFC 3-490-04A, 15 May 2003, Design: Indoor Radon Prevention and Mitigation

APPENDIX A

Soil Compaction  
And  
Quality Control Testing  
Requirements

## 1.0 Soil Compaction.

1.1 Soil compaction shall be achieved by equipment approved by the consulting geotechnical engineer. Soil materials shall be moistened or aerated as necessary to provide the moisture content that will readily facilitate obtaining the compaction specified with the compaction equipment used.

Each layer of structural fill and subgrades shall be compacted to the following minimum percent of the modified Proctor maximum density, determined in accordance with ASTM D 1557:

Beneath structures and building slabs, To 5 feet beyond structure limits, Around footings and in trenches	92 percent
Beneath streets and paved areas, except top 12 inches in fill and top 8 inches in native soil	90 percent
Beneath streets and paved areas, top 12 inches in fill and top 8 inches in native soil	95 percent
Beneath shoulders	90 percent
Beneath sidewalks and grassed areas	85 percent
Base course under paved areas	100 percent

The requirements shall be verified or modifications recommended by the consulting professional geotechnical engineer in the report wherever engineering, soils, or climatic factors indicate the necessity. Any modification to the specified compaction requirements shall require the approval of the Contracting Officer.

## 2.0 Construction Quality Control Testing.

2.1 Prior to initiating any structural fill placement and/or compaction operations, representative samples of the soils which will be used as structural fill or subgrade, both suitable on-site soils to be excavated and reused as structural fill and off-site soils (borrow, both on and/or off the installation), shall be obtained and tested to determine their classification and compaction characteristics. The samples shall be carefully selected to represent the full range of soil types to be used. The moisture content, maximum dry density, optimum moisture content, grain-size and plasticity characteristics shall be determined. These tests are required to determine if the fill and subgrade soils are acceptable and for compaction quality control of the subgrades and structural

fill. A minimum of 7 compaction tests shall be performed on materials classified as satisfactory for use.

Tests for the above soil properties shall be in accordance with the following:

Moisture Content	ASTM D 2216
Maximum Dry Density and Optimum Moisture	ASTM D 1557
Grain-Size (Wash No. 200, w/o Hydrometer)	ASTM D 422 & ASTM D 1140
Plasticity	ASTM D 4318

2.2 A representative number of in-place field density tests shall be performed in the subgrade of compacted on-site soils and in the structural fill and backfill to confirm that the required degree of compaction has been obtained. In-place density tests shall be performed in accordance with the sand cone method prescribed in ASTM D 1556; the use of nuclear gauges for density testing will not be permitted.

In-place density tests shall be performed in the material and at the minimum frequency specified below:

Material Type	Location of Material	Minimum Test Frequency
Fill, embankment and backfill	Beneath structures to 5-foot building line	One test per lift per each increment, or fraction, of _____ square feet
Fill, embankment and backfill	Beneath paved areas	One test per lift per each increment, or fraction, of _____ square feet
Fill, embankment and backfill	All other areas	One test per lift per each increment, or fraction, of _____ square feet
Subgrade	Under paved areas, excluding roads	One test per each increment, or fraction, of _____ square feet
Subgrade	Roads	One test per each increment, or

		fraction, of ____ linear feet
Backfill	Utility trenches beneath roads and paved areas	One test per each increment, or fraction, of 150 linear feet per foot of depth of backfill
Backfill	Utility trenches beneath grassed areas	One test per each increment, or fraction, of 150 linear feet per 2 feet of depth of backfill
Fill, Embankment and Backfill equipment,	Areas compacted by hand operated increment, or other than utility trenches	One test per foot of depth per each compaction  fraction, of 250 square feet, or for each 100 linear feet of long narrow (less than 3 feet wide) fills 100 feet or more in length

2.3 Any area that does not meet the required compaction criteria shall be reworked, and retested. If the moisture content of the soil is within the recommended range, additional compaction may be all that is necessary to increase the density. If the moisture content is not within the recommended range, then, the moisture content shall be adjusted to within the range, and the area recompacted.

2.4 All laboratory and field density testing shall be performed by a commercial testing laboratory that has been validated by the Engineer Research and Development Center Materials Testing Center (MTC) under the Corps of Engineers laboratory inspection and validation program. The laboratory shall be listed on the list of Corps of Engineers Validated Laboratories.

### 3.0 Soil Treatment

3.1 The pesticide applicator's principal business shall be pest control and the pesticide applicator shall be State certified in the U.S. Environmental Protection Agency (EPA) pesticide applicator category which includes structural pest control, and certified in the State of the project's location.

3.2 Pesticides shall be delivered to the project site in sealed and labeled containers in good condition as supplied by the manufacturer or formulator. Pesticides shall be stored, handled, and used in accordance with manufacturer's labels. Labels shall bear evidence of registration under the Federal Insecticide, Fungicide, and Rodenticide Act (MX), as amended.

3.3 The Contractor shall formulate, treat, and dispose of termiticides and their containers in accordance with label directions. Pesticides and related materials shall be kept under lock and key when unattended. Proper protective clothing and equipment shall be worn and used during all phases of termiticide application.

3.4 The Contractor shall provide a 5-year written warranty against infestations or reinfestations by subterranean termites of the buildings constructed under this contract. Warranty shall include annual inspections of the buildings. If live subterranean termite infestation or subterranean termite damage is discovered during the warranty period, and the soil and building conditions have not been altered in the interim, the Contractor shall:

- a. Retreat the soil and perform other treatment as may be necessary for elimination of subterranean termite infestation;
- b. Repair damage caused by termite infestation; and
- c. Reinspect the building approximately 180 days after the retreatment.

3.5 Termiticides shall be currently registered by the EPA.

3.6 At the time of application, the soil moisture content shall be sufficiently low to allow uniform distribution of the treatment solution throughout the soil. Applications shall not be made during or immediately following heavy rains or when conditions may cause runoff and create an environmental hazard.

3.7 The Contractor shall establish complete and unbroken vertical and/or horizontal (as necessary) soil poison barriers between the soil and all portions of the intended structure that may allow termite access to wood and wood related products. Application shall not be made to areas intended for use as a plenum air space. Surface treatments shall not be made for areas to serve as crawl spaces. Termiticide shall be applied as a coarse spray and provide uniform distribution unto the soil surface. Treatment shall be applied prior to placement of the vapor barrier and at least 12 hours prior to concrete placement. Where treated soil or fill material is not to be covered with a vapor barrier or waterproof membrane; adequate precautions shall be taken to prevent its disturbance. Soil or fill material disturbed after treatment shall be retreated as specified above before placement of slabs or other covering structures. Treatment of the soil on the exterior sides of foundation walls, grade beams, and similar structures shall be coordinated with final grading and planting operations so as to avoid disturbance of the treated barriers. Manufacturer's warnings and precautions shall be observed in the handling and use of such materials. Care shall be taken to prevent these chemicals from entering water supply systems, potable water supplies, or aquifers; and that they do not endanger plants or animals. The Contracting Officer shall be notified at least 48 hours prior to beginning of treatment and formulating, mixing, and

application shall be performed in the presence of the Contracting Officer's representative.

3.8 Rates and methods of application shall be in accordance with the manufacturer's instructions on the pesticide label. Maximum application or dosage rates shall be used. If the pesticide contains less than the amount of active ingredient specified on the label, work shall be repeated with pesticides conforming to this specification.

3.9 The Contractor shall dispose of residual pesticides and containers off Government property in accordance with label instructions and EPA criteria.

3.10 The Contractor shall edit and submit the following UFGS Specification:

02364A TERMITICIDE TREATMENT MEASURES FOR SUBTERRANEAN  
TERMITE CONTROL

4.0 Decay Treatment

The Contractor shall be responsible for determining and implementing the appropriate treatment for prevention of subsurface induced decay.

5.0 Radon Mitigation

The design and construction of foundation walls, slabs, and crawl spaces shall include provisions for the reduction of radon entry and facilitate its removal. Radon mitigation shall comply with the requirements of UFC 3-490-04A.

One-Point and Two-Point Compaction Methods

APPENDIX B



## Compaction Control

For fine grained (clayey and silty) soils and for sands with appreciable fines such that normal shaped compaction curves are obtained, results of all compaction tests shall be plotted on a common plot as a family of curves. For each field density test performed, a one-point compaction test, with additional points as needed, shall be performed on the same material on which the field density test was conducted. The one-point compaction test shall be performed on the dry side of the optimum moisture content. For comparison of field density data to the proper laboratory compaction test results, the procedures for the one-point and/or two-point compaction control methods as described in paragraph Compaction Procedure, shall be used. Compaction curves plotted on the family of curves shall be of such a scale that the optimum moisture content can be interpreted to the nearest 0.1 percent and the maximum dry density can be interpreted to the nearest 0.1 pcf (or 2 kg/m<sup>3</sup>). When a one-point test plots outside the range of the family of curves, an additional five-point compaction test shall be performed.

## Compaction Procedure

### General

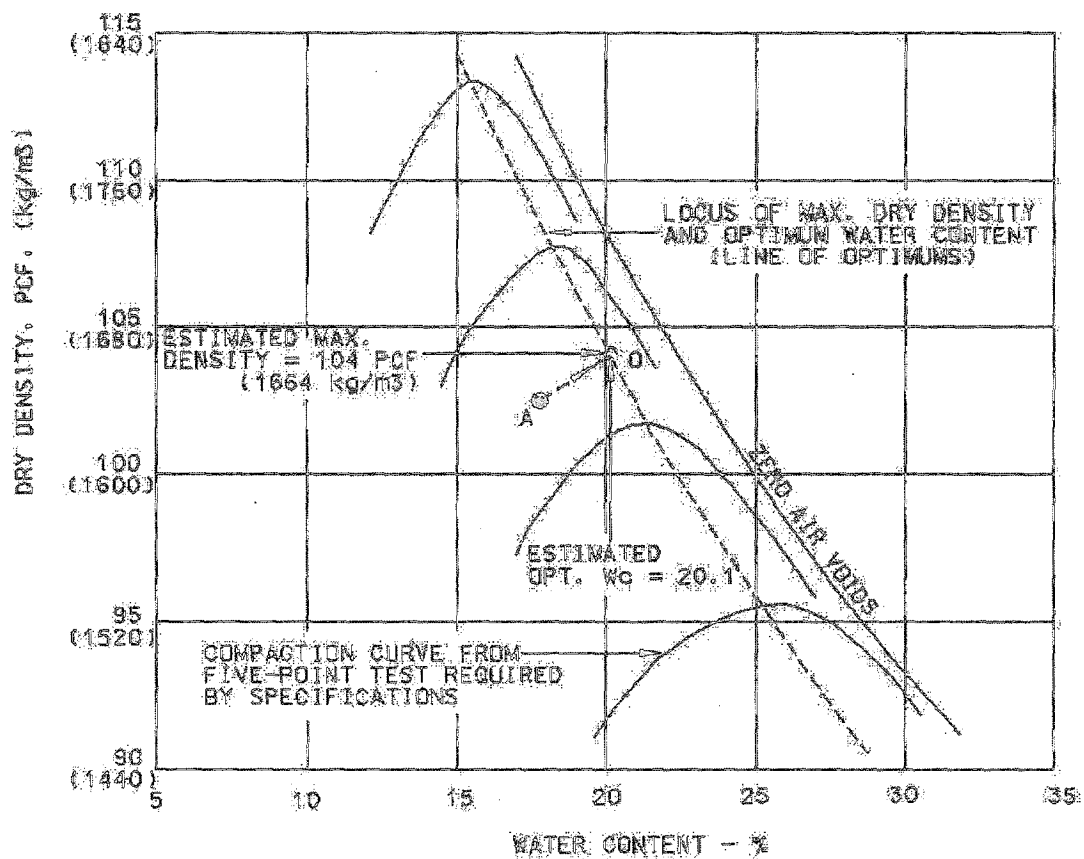
The following paragraphs describe methods of relating field density data to desired or specified values. Compaction control of soils requires comparison of fill water content and/or dry density values obtained in field density tests with optimum water content and/or maximum dry density. At a minimum, control shall be in accordance with the One-Point Compaction Method. Where conditions require, the Two-Point Compaction Method shall be used.

### One-Point Compaction Method

The material from the field density test is allowed to dry to a water content on the dry side of estimated optimum, and then compacted using the same equipment and procedures used in the five-point compaction test. Thorough mixing is required to obtain uniform drying; otherwise, results obtained may be erroneous. The water content and dry density of the compacted sample are determined and then used to estimate its optimum water content and maximum dry density as illustrated in Figure 1 at the end of this section. In Figure 1, the line of optimums is well defined and the compaction curves are approximately parallel to each other, consequently, the one-point compaction method could be used with a relatively high degree of confidence. However, in Figure 2 at the end of this section, the curves are not parallel to each other and in several instances will cross if extended on the dry side. Consequently, the correct curve cannot be determined from the one-point method; therefore, the two-point compaction method should be used. The one-point method should be used only when the data define a relatively good line of optimums.

## Two-Point Compaction Method

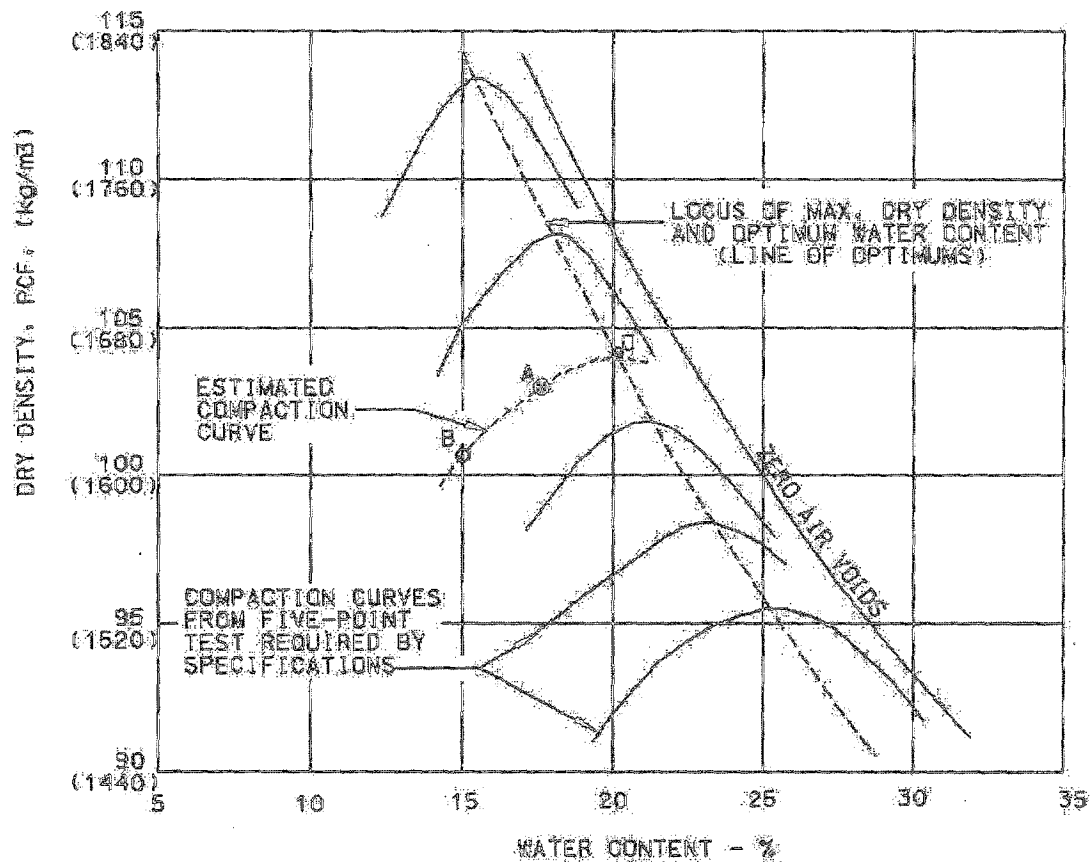
In the two-point test, one sample of material from the location of the field density test is compacted at the fill water content if thought to be at or on the dry side of optimum water content (otherwise, reduced by drying to this condition) using the same equipment and procedures used in the five-point compaction test. A second sample of material is allowed to dry back about 2 to 3 percentage points dry of the water content of the first sample and then compacted in the same manner. At least one point shall fall within 3 percent of the line of optimums. After compaction, the water contents and dry densities for the two samples are determined. The results are used to identify the appropriate compaction curve for the material being tested as shown in Figure 2 at the end of this section. The data shown in Figure 2 warrant the use of the two-point compaction test because the five-point compaction curves are not parallel. Using point A only, as in the one-point test method, would result in appreciable error as the shape of the curve would not be defined. The estimated compaction curve can be more accurately defined by two compaction points.



PROCEDURE:

1. Point A is the result of a one-point compaction test on material from field density test. This point must be on the dry side of optimum water content.
2. Point O is the estimated optimum water content and maximum density of the fill material based on a projection of point A approximately parallel to the adjacent compaction curves.
3. Point A must plot within 3 percent of the line of optimums.

Figure 1. Illustration of one-point compaction method.



PROCEDURE:

1. Points A and B are results of a two-point compaction test on material from field density test. Points A and B must be on the dry side of optimum water content.
2. The estimated compaction curve based on Points A and B establishes Point O on the locus, which is the estimated maximum dry density and optimum water content of the fill material.
3. One point must plot within 3 percent of the line of optimums.

Figure 2. Illustration of two-point compaction method.